# The Solicitors' Journal.

LONDON, JUNE 28, 1884.

## CURRENT TOPICS.

THE TAXING MASTERSHIP, vacant by the death of the late Mr. SHADWELL, has been accepted by Mr. JOHN V. LONGBOURNE, of the firm of LONGBOURNE, LONGBOURNE, & STEVENS, of No. 7, Lincoln's-inn-fields. Mr. LONGBOURNE was admitted in 1855, and is a member of the Council of the Incorporated Law Society.

THE TREASURY MINUTE, which we print elsewhere, appears, to some extent, to explain the happy readiness of the judges of the Queen's Bench Division to undertake the whole business of the circuits. Each judge who goes circuit in future will be paid an allowance of £7 10s. for each day on which he is necessarily absent from London, also his actual railway fares; and the necessary travelling expenses of his clerks will also be paid. Reckoning the average time occupied by a winter or summer circuit at thirty-one days, this will give each judge who goes circuit an allowance of £232 10s., out of which he will have to pay the travelling expenses of his marshal and of his servants, other than his clerks; and the subsistence of himself and his retinue. The total cost to the country of the new arrangement is estimated at about £3,000 a year.

THE REJECTION, in Committee of the House of Commons on Monday, of clause 3 of the Royal Courts of Justice Bill, which proposed to provide that "there shall be paid out of the court fees the annual sum of seventeen thousand five hundred pounds subject to redemption as hereinafter provided," since it negatives the main object of the Bill, will probably result in the withdrawal of the Bill. Whether this is so or not, the profession and the public are to be congratulated on the failure of one of the most unreasonable proposals which ever emanated from the Treasury. The total cost of the courts and offices was rather over two millions. The Chancery Suitors' Fund contributed a million towards this cost, and about five millions of Consols and cash have been appropriated by the National Debt Commissioners from suitors' funds in the Courts of Chancery and Bankruptcy; yet the proposal was that suitors should be made to pay a rent of £17,500 a year for buildings which have already been practically paid for out of suitors' funds. The debate on the clause elicited from the Solicitor-General an opinion that "some of the fees were excessive, and might be prudently revised"; and it may be hoped that effect will be speedily given to this suggestion.

A VERY IMPORTANT POINT affecting sheriffs' officers, under the 46th section of the new Bankruptcy Act, was recently decided by CAVE, J., in a case of *In re W. and J. Ludford*. The question was whether the sheriff was entitled to include "poundage" in his charges in a case where he had seized under an execution, but had not sold before the debtors filed a petition in bankruptcy and a receiving order was made against them thereunder. Section 46 provides for the goods of the debtor in such a case to be delivered to the official receiver or trustee; "but the costs of the execution shall be a charge on the goods so delivered." Upon these words the sheriff contended that he was entitled to include "poundage" upon the judgment debt, but his claim to do so was disallowed, it being held that his right to "poundage" only arises when he becomes possessed of money ready to hand over to the execution creditor. It appears to us that a decision allowing the claim under such circumstances would have gone very far beyond what was ever contemplated by the Legislature, and sheriffs' officers are very reasonably protected by the section as now interpreted.

IN THE COURSE of his judgment in the case of *McMurray* v. *Jackson* in the House of Lords, on Monday last, the Lord Chancellor said that

> "When the appeal came on the appellant appeared in person, but their lordships soon perceived that they were not likely to receive from him that assistance which was desirable, and the hearing was postponed to enable him to be represented by counsel. When the case was again called on, counsel appearing for him commenced opening it with ability and discretion, and was still proceeding when their lordships adjourned for that day. On the next day their lordships were informed that the retainer of that learned counsel had been withdrawn, and the appellant insisted upon going on with the case himself. Their lordships might, perhaps, have been justified under such circumstances in declining to hear him, but they thought it more proper that he should be heard."

It is obvious that the House is beginning to experience the grave inconvenience that must result from the frequent appearance of "the suitor in person." When he appears only occasionally, and at long intervals, and in cases not involving difficult questions, he is treated with much lenity; or if the suitor in person happens to be a lady, with benevolent complaisance; and if her appearance and manners are prepossessing, with deferential benignity. But it is quite a different matter when the court finds its time frequently taken up with harangues by suitors in person in cases involving legal questions of great difficulty. No court, and least of all the supreme tribunal, can, in such cases safely dispense with skilled "assistance"; yet the practice of allowing a party to appear in person in the House of Lords is too well settled to be abolished except by the Legislature. It has become a matter of course that an appellant or respondent in that House should be allowed to argue his own case if he desires to do so, and since *Dalrymple* v. *Campbell*, in 1770 (which appears to be the first recorded instance of the practice) down to the recent case, no attempt seems to have been made to limit or question the right. Indeed, it appears to be settled that, if a party to the appeal, who desires to argue his own case, is in prison, the House, on petition, will issue an order to the prison-keeper requiring him to bring the party to the bar of the House in order that he may be heard on his own behalf (Macqueen H. L. Practice, p. 213). In *Rowe* v. *The King* (June 24, 1831) where such an order was made, there was added to the order a proviso "that, in the event of the said petitioner being so brought over, he be held bound to argue his case in person at the bar of this House." It may, therefore, probably be concluded that the postponement of *McMurray* v. *Jackson* to enable the appellant to obtain the assistance of counsel was with his consent, and in consequence of a suggestion only from the House that it would be for his interest to take this course. But after he had been heard by counsel, it seems clear that the House might have refused to allow him to appear again in person. If the party who argues his own case is prevented by sudden illness from concluding his argument, the House will postpone the further hearing, and, on a petition being presented, will allow the petitioner to be heard by counsel (*Dillon* v. *Parker*, 1 Cl. & Fin. 303); but in general the rule that a party cannot be heard both by himself and by counsel (*Newton* v. *Chaplin*, 10 C. B., at p. 363) will be applied. The point, however, to which special attention should be directed is the ingenious penalty which the House has now provided for the discouragement of the suitor in person. The Lord Chancellor gravely remarked thrt, although the appeal must be allowed, and there was error in the orders appealed from, "the responsibility for that error rested more with the appellant himself than with the learned judges by whom they were made. The sum paid into court by the appellant and the costs paid by him must be repaid, but inasmuch as the appellant had throughout overlooked the points which were in his

favour and had insisted upon others which were untenable, no costs of the present appeal would be allowed."

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In last week's issue of the Weekly Reporter (p. 735) the reader will find a report of the decision, on appeal, of the case of *In re Jones* (reported in the court below, L. R. 24 Ch. D. 583), which seems to settle a doubtful point arising under the Settled Land Act. It also, perhaps, affords some illustration of the kind of reasoning which the courts are disposed to apply to the Act. A testator who died in 1877 had, by his will, devised his estates to trustees for a term of 2,000 years, for the purpose of raising certain sums of money amounting together to the sum of £45,000; and subject thereto, to certain other trustees, without impeachment of waste, during the life of his son-in-law Colonel Grey, with remainders over. The last-mentioned trustees were to enter into possession and manage the estates during Colonel Grey's life; and after paying expenses of management, interest on incumbrances, and other specified charges, to pay the balance to Colonel Grey during his life. There were other incumbrances to the amount of £80,000 upon the property, prior to the charges created by the will; and the whole income being exhausted in providing for them, Colonel Grey did not receive anything from the estate. The question was whether, under these circumstances, he was, or had the powers of, a tenant for life under the Settled Land Act. The whole court consisting of Lords Justices Baggallay, Cotton, and Bowen, agreed in affirming the decision of Vice-Chancellor Bacon, that Colonel Grey had and could exercise the powers in question; but they seem to have come to that conclusion not all by precisely the same route. Section 2, sub-section (5), enacts that the person who is for the time being, under a settlement, beneficially entitled to possession of settled land for his life, is, for purposes of the Act, the tenant for life of that land; and by sub-sections (10), (i.), possession includes receipt of income. Moreover, the existence of incumbrances do not affect the *status* of a tenant for life under the above-cited enactments; for sub-section (7) provides that a person being tenant for life within the foregoing definitions shall be deemed to be such, notwithstanding that, *under the settlement or otherwise*, the settled land, or his estate or interest therein, is incumbered or charged in any manner or *to any extent*. So far the claim of Colonel Grey seems to be a very strong one; and, indeed, we always inclined to regard the introduction of the word *income*, in addition to *rents and profits*, into section 2, sub sections (10), (i.), as having been meant to remove the doubt raised by the case of *Taylor* v. *Taylor* (L. R. 20 Eq. 297), as to whether persons in the position of Colonel Grey would otherwise have come within the definition of a tenant for life. But the framers of the Act, in their anxiety to make everything quite certain, seem to have felt themselves obliged to do the thing twice over, and in section 58, sub-section (1), (ix.), we find enumerated among the persons who, while their interest is in possession, are to have the powers of tenant for life, "a person entitled to the *income* of land *under a trust or direction* for payment thereof to him during his own or any other life, whether subject to expenses of management or not." There is no doubt about the applicability of these words; only this clause does not expressly provide, like section 2, that the powers may be exercised, although the estate is incumbered to any extent. It was argued, with some force, that the case of Colonel Grey must be regulated by the express provision of section 58, which had obviously been framed with a direct view to such cases; and that he could not be said to be "entitled to the income," when he was in fact entitled to nothing at all. Though this view did not prevail—and we have nothing to say against the decision—we yet seem to detect some slight symptoms of wavering or inconsistency in the reasons given by the learned judges. Lord Justice Baggallay thought that Colonel Grey's case clearly came within section 2, but that, if it did not, all difficulty was removed by section 58. Lord Justice Cotton, on the contrary, seems to have thought that the case clearly came within section 58; but that, if it did not, all difficulty was removed by section 2. Neither of the learned judges expressly adverted to the fact that section 2 explicitly deals with incumbrances, while section 58 does not.

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We are informed that at least two of the judges of the Chancery Division consider that there is power, under the Rules of the Supreme Court, 1883, ord. 15, rr. 1, 2, to make a decretal order at chambers in a foreclosure action, and that the provisions of those rules are not limited to directing preliminary accounts, but that the words "all necessary inquiries and directions now usual in the Chancery Division" warrant the making of a decree. Vice-Chancellor Bacon, however, in *Clover* v. *Wilts and Western Benefit Building Society* (*Weekly Notes*, 1884, p. 110), appears to have held that only accounts could be taken under order 15. It would be desirable that the practice of the Chancery Division should be made uniform in this matter.

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## IMPLIED POWER TO TRUSTEES FOR SALE TO CARRY ON BUSINESS.

The case of *In re Chancellor, Chancellor* v. *Brown* (32 W. R. 465, L. R. 26 Ch. D. 42), decides a question on which, so far as we know, there was no previous authority directly in point, and upon which conflicting opinions have been entertained. The doubt in which the point was involved may be estimated from the fact that the judgment of the Court of Appeal overrules an opinion expressed by the late Master of the Rolls in chambers, and a decision by Mr. Justice Chitty in court, in the same case. The question is whether, where a testator, who is at the time of his death carrying on a business, devises and bequeaths all his real and personal estate to trustees upon the ordinary trusts for sale and conversion, and empowers the trustees to postpone the sale and conversion, the trustees have an implied power to carry on the testator's business. The Court of Appeal have held that, under certain circumstances and for certain purposes, they have; but it is important to draw attention to the limitations imposed on the new doctrine.

In applying it, the first question appears to be whether it will in all cases be assumed that a testator who makes the above-mentioned provisions means the power to postpone the sale to apply to his business. If the business constitutes the main part of the testator's personal estate, as in the recent case, this intention will be presumed; but the stress which is laid on this circumstance in the judgments of Lords Justices Cotton and Fry seems rather to indicate that, if the business constitutes only a subordinate part of the personal estate, the intention will not necessarily be presumed. Lord Justice Cotton says (L. R. 26 Ch. D., at p. 46) that the clause as to postponement of sale "must apply to this business, *which was the greater part of his* [the testator's] *personal estate.*" And Lord Justice Fry says (*Ib.*, p. 47), "The testator has empowered his trustee to postpone the sale and conversion of his personal estate, and *this business was the principal portion of his estate.* It would be a strong thing, therefore, to say that the sale of his business was not contemplated by the testator, and could not be postponed for a reasonable period." We confess, however, that we fail to see much weight in this consideration. It seems reasonable to suppose that a testator who bequeaths his personal estate on trust for sale, with power to the trustees to postpone the sale of the whole or any part, must have in his mind the fact that part of his personal estate consists of a business which cannot be sold immediately upon his death; that if it is to be sold at all it must be sold as a going concern, and therefore that it will be necessary for his trustees to carry it on for some time. If so, why should not the power to postpone sale be applicable to any business forming part of the personal estate, whether it constitutes the greater part, or only a small part, of that estate? We presume that if any reference is made in the will to the business, it will be considered that the testator had it in his mind when giving the power to postpone the sale.

A power to postpone the sale of a business seems necessarily to involve a power to carry it on, for a business which is not a going concern is practically valueless. But the power implied is only a power to carry on the business *for the purposes of sale*: that is to say, for the purpose of keeping it together and selling it as a going concern. There is no implied authority, even where power is expressly given, as in the recent case, to postpone the sale for so long as the trustees may think fit, to carry on the business generally for the purpose of making a profit out of it for the benefit of the testator's family. To the continuance of a business for the latter purpose, the observations of Lord Langdale, in *Kirkman* v.

*Booth* (11 Beav., at p. 280), that "it is a rule without exception that, to authorize executors to carry on, or permit to be carried on, a trade with the assets, there ought to be the most distinct and positive authority and direction given by the will for that purpose," seem to be still applicable; the same rules applying to an executor and to an ordinary trustee for sale (*Oceanic Steam Navigation Co., Limited* v. *Sutherberry*, 29 W. R. 113, L. R. 16 Ch. D. 236).

Whether in fact a business has been carried on by trustees for sale for the purposes of sale or for the purposes of profit will, no doubt, in many cases be a question rather difficult to decide. It seems that the decision will depend, to a considerable extent, on whether the sale of the business has, in fact, been postponed for an unreasonable time. The question, what is a reasonable time within which to dispose of a business, must, of course, depend in some degree, upon the nature and extent of the business; for an unusual or special business, or a business of large dimensions, there will necessarily be fewer customers, and a longer time must elapse before it can be disposed of than in the case of an ordinary or small concern. In *In re Chancellor* the business was that of a wholesale provision merchant in the country, and a delay of nearly two years in selling it was not considered unreasonable. In *Lean* v. *Lean* (23 W. R. 484), trustees for sale, with power to postpone sale, seem to have been held justified in postponing for two and a-half years the sale of shares in ships held by their testator. The question whether the trustees have used reasonable efforts to dispose of the business may also, no doubt, be taken into account. But we apprehend that, where the delay in sale has not, in fact, been unreasonably long, the court will not be very ready to inquire into the motives which have led to the delay.

Another point, also, we believe, for the first time settled by the recent case, was as to whether a direction that, during the postponement of the sale, "the rents, profits, and income" should be paid and applied to the person or persons, and in the manner, to whom and in which the income of the moneys produced by such sale would, for the time being, be payable or applicable under the will if such sale had been actually made, excluded the application of the principle of *Howe* v. *Lord Dartmouth* (7 Ves. 137), and entitled the tenant for life of the proceeds of sale to the whole net profits arising from the business carried on by the trustees. The Court of Appeal held that this provision amounted to an express declaration by the testator that if the business was continued for the purposes of sale the profits should be paid to the persons to whom the income of the proceeds would have been paid if the sale had actually taken place; and that, as the postponement had been only for the purposes of sale, the net profits were payable to the tenant for life. We have some difficulty in ascertaining from the judgments whether, or how far, the decision turned upon the use of the word "profits" in the direction for payment during postponement. Probably it would not be safe to assume that the decision would apply to a clause in which this word did not occur, but, at the same time, it does not seem very reasonable to attach this special meaning and peculiar importance to a word which was probably used in conjunction with "rents" as describing the income of the real estate. The result of the decision is to entitle a tenant for life under a will resembling that in the recent case to the net profits of the business so long as it is properly carried on by the trustees—that is, so long as it is carried on for the purpose of selling it.

The decision on both points appears to be reasonable and convenient, but it is to be remarked that it is a rather strong instance of the practice against which the late Master of the Rolls so often protested—the practice, namely, of construing wills in a non-literal sense. The testator said that his trustees might postpone the sale for so long as they might think fit; the court, in effect, says he meant, as regards his business, only so long as was reasonably necessary for the purposes of sale. The testator said that the income from such part of his personal estate as should remain unsold should be paid to the tenant for life; the court says he meant, as regards the income of his business, that it should be paid to her only so long as the business was properly kept unsold.

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Lord Chief Justice Coleridge, who has been suffering from lumbago, is so much better that he has arranged to resume his judicial duties on Saturday, when he will preside over the Court for the Consideration of Crown Cases Reserved.

## ESCAPE OF NOXIOUS MATTER BY PERCOLATION ON TO NEIGHBOUR'S LAND.

The case of *Ballard* v. *Tomlinson* (32 W. R. 589, L. R. 26 Ch. D. 194) recently decided by Pearson, J., raised a question of principle of considerable general interest and importance. The facts were shortly these. The plaintiff and the defendant were owners of adjoining lands. Each of them had on his land a deep well going down through the London clay into the chalk below, to a depth of 300 feet below the surface. The distance between the wells was ninety-nine yards. The plaintiff's land was at a lower level than the defendant's. The plaintiff used to raise the water from his well by pumping for the purposes of his brewery. The defendant turned sewage from his house into his well and thus polluted, as the plaintiff alleged, the water in the plaintiff's well. It was held that the plaintiff had no cause of action.

The decision, as given by the learned judge, is in the nature of a corollary upon the decision in *Chasemore* v. *Richards* (7 H. L. C. 349), but goes somewhat further than the circumstances of the particular case seem to have required. It was urged for the plaintiff that the well-known principle of *Rylands* v. *Fletcher* (L. R. 3 H. L. 330) applied, and that the defendant, having collected sewage on his land, was bound to prevent it from escaping on to his neighbour's land. The obvious answer, under the circumstances that existed in the particular case, seems to be that which was given by the defendant's counsel—namely, that it was the plaintiff's own pumping which drew the sewage into his well, for by pumping he created a vacuum which must have the effect of drawing the water from the defendant's well. The defendant, therefore, had a right to say, "If you choose to draw away from my land the water which is there, you must be content to take that water as you find it, and you cannot complain that it is dirty when you yourself have come to seek it and have taken it away. I did not send it to you. I left it where it was; you yourself have *ex mero motu* chosen to come and draw off the water." If it were the fact—and the learned judge seems to have been satisfied of it—that it was the result of the plaintiff's pumping that the sewage found its way into the plaintiff's well, surely it hardly needs argument to show that the doctrine of *Rylands* v. *Fletcher* was not applicable, and would not afford any ground of action to the plaintiff. No claim, it should be observed, seems to have been made of any prescriptive right to pump the water from the defendant's land. No such claim, it would appear, could be made consistently with *Chasemore* v. *Richards*, because the water did not flow in any known definite channels, but merely percolated through the *strata* as through a sponge. Therefore, if the complaint against the defendant had been that he had intercepted the water which the plaintiff had a prescriptive right to pump, the plaintiff must have failed. It seems clearly to follow, if the plaintiff had no proprietary right to have the water for pumping at all, that he could have no such right to have it when pumped in any particular state. Therefore, it was impossible to put the case on any interference with a proprietary right to take the water from the defendant's land by pumping, and, as we have said, if the case is put as one of nuisance, that ground of action can hardly be available when the plaintiff's own act has drawn the noxious water from the defendant's land.

But the decision goes further, and the learned judge holds that the result of the decision of *Chasemore* v. *Richards*, as applied to the case before him, is that there would be no right of action, even assuming that the sewage in the defendant's well had found its way into the plaintiff's well without pumping. The *ratio decidendi* is thus stated in the head-note:—"It being settled law that there is no property in underground water flowing in natural undefined channels, and that a landowner is entitled so to deal with such water on his own land as to deprive his neighbour of it entirely, it follows that he is equally entitled to render the water unfit for use by pouring sewage into it." The proposition so stated, if construed strictly, is, we think, true; but there are some expressions used in the judgment that may possibly be thought to point to a wider doctrine than this, and to show that the learned judge was of opinion that in no case could a defendant be liable for damage done to his neighbour by the percolation through unknown and indefinite channels of water rendered noxious by what

was done by the defendant on his own land. We do not think, on the whole, that the judgment can fairly be construed as holding this; but if, and so far as it establishes or tends to establish this wider doctrine, we cannot help doubting whether it can be considered as conclusive on the subject. It seems to us that the matter needs much further ventilation and discussion before this can be held to be the law on the subject. In Angell on the Law of Watercourses (6th ed., p. 183) it is said that cases in which the landowner by positive acts fouls, poisons, or corrupts the water which percolates from his lands to those of his neighbours have been supposed to be clearly distinguishable from such cases as *Chasemore* v. *Richards*. It is true that there may be no natural right to the flow of the water, just as there could be no prescriptive right to draw it by pumping, because it flowed by no definite channels; but the plaintiff may say that it is not a question of interference with right to the water at all; that the right he claims is not to have the water in any particular state, but a right not to have the defendant's sewage sent on to his land; that on the principle *cujus est solum, ejus est usque ad medium terræ*, the well below the surface of his land is his soil, and the noxious matter accumulated or brought into existence by the defendant on his land, not being kept in by the defendant, has found its way on to his (the plaintiff's) land, and is a nuisance to him by interfering with his use of his own soil, or the matters naturally incident thereto, such as other water for the time being thereon. If the case of water wholly coming from the defendant's soil by percolation is taken, the proposition laid down may be true, so far as damage merely consisting in having that water dirty instead of clean is concerned, because no other damage is done to the plaintiff by having dirty water in his well at a depth of 300 feet than by having no water at all. But suppose the plaintiff's well or other reservoir would have a supply of water otherwise than from the defendant's land, or which defendant could not cut off, the question does not seem capable of solution by the simple application of the proposition above mentioned. The defendant might, in such a case, be entitled so to deal with the water on his own land as to deprive the plaintiff of it entirely, but it does not seem to follow quite so easily, as in the former case, that he can render unfit for use by reason of sewage, not only the water coming from his own land, but other water on the plaintiff's land. It may be true, applying the terms of the proposition strictly, that there is no cause of action in respect of rendering the particular water coming from the defendant's land unfit for use, but the sewage will have contaminated other water in the plaintiff's well or reservoir, to which the plaintiff might possibly be entitled as against the defendant, or, at any rate, of which the defendant had no power to deprive him. That other water appears to be a matter to the usufruct of which the plaintiff is entitled while it is on his soil, though he could not claim a right to it as against a neighbouring landowner diverting it.

It does not seem to us that the general principle governing all such cases can be treated as necessarily identical with that of *Chasemore* v. *Richards*. The principle in that case seems to be that, where water does not flow in defined channels, but merely percolates through the *strata*, there can be no proprietary right to have it so percolate. It does not seem to us to follow that there can be no right of action for allowing noxious material to escape from land on to adjacent land, because it does not escape by known and defined channels, but merely by percolation. If the decision in *Ballard* v. *Tomlinson* is confined to a case where the only grievance consists in the deprivation of the use of the water percolating from the defendant's land by reason of its being contaminated by sewage, then we think such decision does follow logically from *Chasemore* v. *Richards*. But if the decision is to be construed as deducing from *Chasemore* v. *Richards* the wider doctrine we have indicated—viz., that, because one landowner may divert from another's soil water that comes there by percolation, therefore he is not responsible for noxious material escaping from his own land by percolation—we must say that we think it doubtful how far this can be laid down as an universally applicable proposition. The doctrine of *Rylands* v. *Fletcher* certainly appears to be that a man who has noxious or dangerous matter on his land is responsible, if it escapes on to his neighbour's, quite independently of any negligence or any possibility of foreseeing such escape. What is, for this purpose, the difference between an unknown fault or aperture in the subterranean *strata* and the unforeseen effects of percolation? We are not prepared to say what the true rule as to the escape of noxious matter by percolation may be. What we would point out is that the decision in *Ballard* v. *Tomlinson* cannot be considered as by any means exhausting the subject.

## RECENT DECISIONS.

### COPYRIGHT IN LECTURES.

(*Nichols* v. *Pitman*, Kay, J., 32 W. R. 631.)

This decision is worthy of note as elucidating the principles upon which the court acts in restraining the unauthorized publication of lectures in cases which are not within the Lecture Copyright Act, 1835 (5 & 6 Will. 4, c. 65). That Act, in effect, provides that the author of a lecture, or his assigns, shall have the sole right of printing and publishing it, and renders any unauthorized printer or publisher of a lecture (in a newspaper or otherwise) liable to a penalty of a penny for every sheet thereof found in his custody. It also contains a provision to the effect that leave to attend a lecture "for certain fee or reward, *or otherwise*," shall not be deemed to give leave to print or publish it. But the Act does not extend to lectures delivered in any university or public school or college, or on any public foundation, or in virtue of any gift, endowment, or foundation. Nor does it apply to *any* lecture unless two days' notice of the intended delivery thereof has been given to two justices living within five miles of the place of delivery. As the prescribed notices are seldom given, the Act is of very limited application, and the principles explained and acted upon in *Nicols* v. *Pitman* will apply to the great majority of lectures. In that case a lecture, which had been delivered by the plaintiff at the Working Men's College, had been taken down in shorthand by the defendant, and published by him, in phonographic characters, in a pamphlet which he sold under the title of the "Phonographic Lecturer." The lecture had been written out by the plaintiff before delivery, and he had not published his MS. The question, therefore, arose whether the delivery of the lecture to an audience admitted by tickets issued gratuitously was equivalent to a waiver of the lecturer's exclusive right of publication. If not, the plaintiff was entitled to an injunction upon the same principles upon which the court acts in restraining the authorized publication of other private manuscripts. In the analogous case of a dramatic composition it was held, in *Macklin* v. *Richardson* (Amb. 694), that the public representation of an unpublished farce did not deprive the author of his right to restrain the publication of it, without his consent, by a person who had taken it down in shorthand. The effect of the decision in *Nicols* v. *Pitman* is to place a written lecture upon the same footing in this respect as a MS. play. The learned judge based his decision upon Lord Eldon's final judgment in *Abernethy* v. *Hutchinson* (3 L. J. O. S. Ch. 209). In that case the lecture in question had been delivered to a class of medical students, who paid a specified fee for the privilege of attending a course of lectures. Although Dr. Abernethy delivered his lecture from notes, it had not (as in *Nicols* v. *Pitman*) been written out in full; and this fact gave rise to considerable doubt in Lord Eldon's mind—first, as to whether any right of property, which the court could recognize, existed in language and sentiments not put into the concrete form of a written composition; and, secondly, as to the difficulty of proving that the alleged piracy was identical with the oral lecture. In his earlier judgments he treated the question of right of property in unwritten language and sentiments as one of great difficulty and importance, while admitting that he should have felt no difficulty if the lecture had been delivered from a written composition. In his final judgment, however, after the case had been re-argued, he said that though the information communicated by the lecturer was not reduced to writing, but orally delivered, it did not follow that persons who heard it might publish it. On the contrary, he was clearly of opinion that it could not be published for profit. These remarks were explained by Mr. Justice Kay in *Nicols* v. *Pitman* as follows:—"This I take to mean that every person who delivers a lecture *not committed to writing*, but from memory, has such *property therein* as to prevent anyone who heard it from publishing it for profit." This is in accordance with the view expressed by Lord

Cottenham in *Prince Albert* v. *Strange* (1 H. & T. 21), where he says that the question how far the oral delivery of the lecture had deprived Dr. Abernethy of any part of his original right or property could not have arisen if there had not been such original right or property. And Lord Eldon himself, in a subsequent part of his judgment, says, "The injunction ought to go upon the ground of property." This being so, we fail to see why Mr. Justice Kay thought it necessary to go into the question of an "implied contract" between the lecturer and his audience that notes of the lecture should not be published for profit. The result of the recent decision is that, quite independently of the Act, a lecturer has a right of property in his unpublished lecture, whether it be in MS. or not, which is not prejudiced by oral delivery.

### LODGERS' GOODS PROTECTION ACT.

(*Heawood* v. *Bone*, Q. B. D., 32 W. R. 752.)

It is curious that the point settled by this case has not hitherto been decided in any reported case, so far as we know, except a case of *Ball* v. *Priest* (25 SOLICITORS' JOURNAL, 220) before the Mansion House Police-court. The cases on the definition of a "lodger" under the Lodgers' Goods Protection Act, 1871, have hitherto related to the extent of the "control and dominion" which must be exercised by the tenant who lets lodgings. It is clear that *he* need not sleep or live on the premises (*Morton* v. *Palmer*, 30 W. R. 115; *Ness* v. *Stephenson*, L. R. 9 Q. B. D. 245). But, although the point seems to have been treated by Stephen, J., as a difficult one, it has always appeared to us to be clearly essential that the lodger should sleep on the premises, and that a mere occupation of rooms for business purposes will not constitute the occupier a "lodger" within the Act so as to protect his goods from distress by the landlord of the premises. In *Toms* v. *Luckett* (5 C. B. 23) Maule, J., defined a lodger as a person who is taken into a house to *reside* in a part of it; and residence in a house seems necessarily to involve habitual sleeping in the house. In the present case the appellant carried on business in rooms in Fleet-street, but slept at his house at Peckham, and Mr. Justice Stephen held that he was not a "lodger" in the Fleet-street premises, within the meaning of the Lodgers' Goods Protection Act. "The particular statute," he said, "means by 'lodger' one who habitually sleeps on the premises. . . . The test of residence is habitual sleeping, and getting into bed [Qy.—Is this a necessary part of the test?], on the premises. This statute was passed to prevent poor people from having their homes broken up by a distress of the superior landlord." This last consideration is one which has not always been borne in mind in the previous decisions on the statute.

## REVIEWS.

### ADMIRALTY FORMS.

ADMIRALTY FORMS AND PRECEDENTS. By EDWARD STANLEY ROSCOE, Barrister-at-Law. William Clowes & Sons.

This little book will prove useful to admiralty practitioners as a supplement to the author's larger work on Admiralty Law and Practice. Part I. consists of forms and precedents other than of pleadings, to which are added notes of the practice and references to decided cases; Part II. of forms of pleadings; whilst the appendices comprise the Rules of the Supreme Court, 1883, which relate exclusively to admiralty proceedings, the Order as to Supreme Court Fees, 1884, and the Supreme Court Funds Rules, 1884. Mr. Roscoe shows very little respect for the new forms. In fact, so far from following them "slavishly," he discards them altogether, and draws his model pleadings entirely upon the lines of the old forms, It is impossible to say that he is not justified in doing this—at any rate, so far as salvage actions are concerned—having regard to the decision in *The Isis* (32 W. R. 171, L. R. 8 P. D. 277), and the remarks of Sir James Hannen in *The Hardwick* (32 W. R. 598, L. R. 9 P. D. 32), where the learned judge observed that, in his opinion, it was desirable "to adhere to the old practice in regard to statements of claim in salvage actions." Mr. Roscoe, however, is scarcely justified in assuming, as he does in his preface, that the rules and forms relating to admiralty proceeding were not "framed with the care which one would have thought desirable." As a matter of fact, we believe that special care was devoted to the drawing up of the rules and forms applicable to the various steps in an admiralty action. It was not to be expected, however, that the new admiralty forms would give satisfaction, for specialists are naturally somewhat conservative. However, there is this to be said for comparatively prolix pleadings in admiralty actions—the witnesses are tied down to their first story, and are not exposed to the temptation, which must sometimes be very strong in this class of cases, of adapting their evidence to the exigencies of their case. In actions for damage by collision this object is, of course, attained by means of the preliminary act. If the new forms in admiralty proceedings are to be thrown overboard, it is perhaps as well that it should be done at once. This, apparently, is Mr. Roscoe's opinion, and we are inclined to agree with him.

### PETTY SESSIONS.

A GUIDE TO THE LAW AND PRACTICE OF PETTY SESSIONS. By EDWARD T. AYERS, Solicitor. Waterlow & Sons.

This little work is written in a clear and practical manner, and, though it does not go deeply into its subject, contains many useful hints. The idea of undertaking it was suggested to the author "on being suddenly called upon to take the management of the duties of a justices' clerk," when he found, to his surprise, that no concise and connected guide existed, designed to offer students at the outset a comprehensive view of the jurisdiction and main lines of procedure." Such a guide we think he has produced. There is a good tabular view of the jurisdiction of justices as to indictable offences under the Act of 1879, but that Act itself is rather awkwardly placed in the middle of a chapter.

### NEWSPAPER LIBEL ACT, 1881.

THE NEWSPAPER LIBEL ACT, 1881; WITH A STATEMENT OF THE LAW OF LIBEL, AS AFFECTING PROPRIETORS, &C., OF NEWSPAPERS. By GEORGE ELLIOTT, Barrister-at-Law. Stevens & Haynes.

We cannot congratulate Mr. Elliott on his lengthy title, but we think his book supplies a want. Notwithstanding the many excellent works on libel generally, newspaper libel stands out as a distinct division of the subject. Mr. Elliott treats it by a few prefatory notes upon the general law, in which the leading points are well brought out; then prints the Act of 1881 with very full annotations; and concludes with an Appendix of Statutes, comprising Fox's Act, Lord Campbell's Act, and (we regret to observe) the repealed 15 & 16 Vict. c. 76, s. 61. References to all the current reports are given, and there is a good index. *Reg.* v. *Labouchere* (L. R. 12 Q. B. D. 320) and *Reg.* v. *Yates* (L. R. 11 (not, as printed, 10) Q. B. D. 750) are very fully and, we think, satisfactorily treated.

## CORRESPONDENCE.

### COMMITMENT FOR DEBT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In my letter printed in your columns of the 31st ult., I stated that on my application to the registrars of the London Bankruptcy Court they had superseded the regulations whereby on applying for a debtor summons one had to file an undertaking to prove means; to produce an office copy judgment, and to make an affidavit negativing satisfaction however recent the judgment, and that as to affidavit in cases more than four months old, and on the question whether country county courts had exclusive or concurrent jurisdiction in enforcing High Court judgments, I was referred to the judge. I am glad to say that Mr. Justice Cave, after full discussion last Saturday, decided that in *no* case was an affidavit necessary, and that the county courts had only *concurrent* jurisdiction. Thus the London members of the profession are restored to the simple process of taking out their summonses without any of the preliminaries recently imposed, and which went very far towards practically neutralising the Debtors Act.

FRANCIS K. MUNTON.

95A, Queen Victoria-street, E.C., June 24.

### THE ROYAL COURTS OF JUSTICE BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—During the small hours of yesterday morning the Government endeavoured to slip this important Bill through Committee. Thanks, however, to Sir Hardinge Giffard, Mr. Gregory, and others, the proposal to tax the suitors to the extent of £17,500 per annum by way of rent for a building erected with their own money, was defeated by a substantial majority.

It may interest your readers to know that by the earlier Acts of Parliament relating to the Court of Chancery, any surplus funds

were to be set apart "for the ease of the suitors"; and in 1861, when it was proposed to apply these funds towards the erection of the new law courts, the late Lord St. Leonards strongly protested against such appropriation. His lordship was supported by the late Lord Hatherley (then Vice-Chancellor Wood) thus:—

"I object to the appropriation of any part of the suitors' funds towards the expenses of erecting courts for the transaction of any business other than that of the Court of Chancery. The reasoning on which such an appropriation is founded would equally justify the application of the funds in discharge of the National Debt. . . . Parliament has hitherto justly and wisely confined the application of the profit made by the suitors' money to the benefit of the suitors in chancery. The fees have been greatly diminished by these profits; and that, in my opinion, is a most legitimate application of them; and in twenty or thirty years, when compensations fall in, *I believe all fees might be abolished.*"

EDWARD PRESTON.

1, Great College-street, Westminster, June 25.

## THE NEW PRACTICE.

R. S. C., 1883, ORD. 36, RR. 1, 3—CHANGE OF VENUE—ACTION IN CHANCERY DIVISION FOR TRIAL OUT OF MIDDLESEX—GROUNDS OF TRANSFER.—In the case of *Green* v. *Bennett*, before Chitty, J., on the 20th inst., a motion was made by the defendant to change the venue of the trial of the action to Middlesex on the ground of convenience. It appeared that the action, which raised questions of vendor's lien, was brought in the Chancery Division by a plaintiff residing at Wakefield, Yorkshire, and the place named in the statement of claim as the place of trial was the county of Devon. It was stated that the principal witness was eighty years of age, and resided in Cornwall, and that two other witnesses of importance, one of whom was the defendant, habitually resided, for at least a considerable portion of the year, in London or its vicinity. The motion was resisted by the plaintiff on the ground of the great age of the principal witness, who, it was said, could travel to Exeter more easily than to London, and it was also submitted by the plaintiff that the present was not a case of whether an action should be tried with or without a jury, for the action was to be tried before a judge only, and that the effect of ord. 36, rr. 1, 3, was that a cause assigned to the Chancery Division, and marked for trial elsewhere than in the county of Middlesex, was to be tried before a judge without a jury in the county named in the statement of claim. No application for transfer to Middlesex would be entertained unless an overwhelming case of convenience was made out by the applicant. The plaintiff further submitted that, if the action was tried at Exeter, it would be heard forthwith, but if in London, not for a very considerable time. CHITTY, J., said that the fact that the action was assigned to the Chancery Division was not for the purposes of the application material. It was sufficient that the questions to be determined in the action were of a complicated nature, such as to leave no doubt in his mind that the judge trying the action in the county of Devon would direct the arguments to be reserved for further consideration in London. Authorities would have to be referred to not generally or readily accessible in the country, and the substantial questions would eventually be tried in London, with the result that the expense of two trials would have been incurred. As regards the convenience to the parties and the witnesses, it was difficult to ascertain why a plaintiff residing in Wakefield should desire his action to be tried at Exeter, and if it was because the principal witness resided in Cornwall, against this were to be put the facts of the residence in London of other important witnesses, and that there appeared to be no difficulty in the principal witness's journey to London, notwithstanding his great age. No doubt something might be said against the application on the ground that to accede to it would be to cause delay. But such a consideration, although, no doubt, one to be taken into account in balancing convenience and inconvenience, was not, as had been already observed by Pearson, J., in *Cardinall* v. *Cardinall* (32 W. R. 411, L. R. 25 Ch. D. 772), a sufficient reason for an action to be transferred to the country, nor in the present case was it a sufficient reason for not transferring the action from the country. The motion would be acceded to; costs to be costs in the action.—COUNSEL, *Romer*, Q.C.; *P. F. Wheeler*; *Samuel Hall*. SOLICITORS, *Arthur Hughes*; *John Graham*, for *Stevenson, Lycett, & Co.*, Manchester.

R. S. C., 1883, ORD. 14, R. 1—SPECIALLY-INDORSED WRIT—ARREARS OF ALIMONY PENDENTE LITE.—In the case of *Bailey* v. *Bailey*, which came before the Queen's Bench Divisional Court, consisting of Grove, J., and Huddleston, B., on the 23rd inst., the plaintiff, who was the wife of the defendant, and who had filed her petition in the Divorce Division in May, 1883, brought an action against the defendant for £66 arrears of alimony *pendente lite*, to which she was entitled under an order of the Divorce Court, dated the 24th of May, 1883. The writ was specially indorsed, and the plaintiff applied for judgment under ord. 14, r. 1. The master refused the application, and, on appeal to Denman, J., the matter was referred to the court. The COURT held that a claim for arrears of alimony *pendente lite* could not be specially indorsed on the writ under ord. 3, r. 6, as such arrears were not a "debt or liquidated demand" within the meaning of that rule, but were sums accruing due under an interlocutory order of the Divorce Division, and which that court had full power to vary or otherwise deal with in any way it thought proper, both as regards their amount and also as regards the terms upon which they were to be paid. The application for judgment under ord. 14, r. 1, must therefore be refused.—COUNSEL, *Morton Smith*; *Wilday Wright*. SOLICITORS, *J. H. Lane*; *J. Cowper Scard*.

## PRACTICE APPEALS.*

### COURT OF APPEAL.

(Before BRETT, M.R., BOWEN and FRY, L.JJ.)

June 24.—*Prosser* v. *Mallinson*; *North*, *Claimant*.

Ord. 57, r. 15.

In interpleader by a sheriff, where the execution creditor, upon ascertaining the nature of the claimant's right, consents to the withdrawal of the sheriff, he will not have to pay the costs of the interpleader.

Where a party who has not been in attendance when a case has been called on at chambers, afterwards obtains an order in the absence of the other side, he will be liable to costs if the order is set aside on appeal.

The facts of the case and the judgment of the Queen's Bench Division are reported at p. 411, *ante*.

*Rogers*, for the claimant.—The Divisional Court had no jurisdiction to entertain this appeal. The order of Field, J., related to costs only. There could be no appeal except by leave of the judge, which was not obtained: Judicature Act, 1873, s. 60.

*McCall*, for the execution creditor.

BRETT, M.R.—This case should not have been brought to the Court of Appeal. It is perfectly clear. Under the circumstances the execution creditor ought, as a matter of course, to have been relieved of costs. The solicitor's clerk, representing the claimant, obtained audience of the judge in chambers improperly, and the Divisional Court made the order which the judge ought to have made and would have done had both parties been before him.

BOWEN, L.J., concurred. The appeal lay upon the grounds that the judge exercised no discretion and heard only one side.

FRY, L.J., concurred.

Appeal dismissed, with costs.

Solicitors for the execution creditor, *Lovett & Co.*

Solicitor for the claimant, *Bradley*.

### QUEEN'S BENCH DIVISION.

(Before MATHEW and DAY, JJ.)

June 20.—*Clark* v. *Alexander*.

Ord. 25, r. 2—Proceedings in lieu of demurrer—Case referred to court by consent of parties to be tried upon motion—Equitable mortgage—Purchaser—Specific performance.

The statement of claim alleged that one Arthur Jefferson was seised in fee of a house in Hull, which was at the date of the action in possession of one Elizabeth Lawrence as tenant of the defendant. An agreement was entered into in May, 1876 between Jefferson and the defendant for the sale of the house to the latter for £950—the purchase money to be paid on May 19, 1878, and the conveyance also to be then completed. Meanwhile it was agreed that the defendant should pay interest at five per cent. per annum on the purchase-money, and should have possession from June 1, 1876. The defendant took possession on that date, but had not up to the date of the action paid either purchase-money or interest. The title deeds were at the date of the contract and had been ever since deposited with the plaintiffs by way of equitable mortgage to secure the repayment of advances. Afterwards, in August, 1879, Jefferson conveyed the house by way of mortgage to Burland to secure a large sum lent to him by the latter. It was further alleged that, although the defendant had notice of the equitable mortgage to the plaintiffs jointly and of the legal mortgage to Burland, he refused to pay them, or either of them, the purchase-money or to complete the purchase. Jefferson, the owner in fee, had disappeared, and his whereabouts not being known, he was not a party to the action. The plaintiffs claimed specific performance of the defendant's agreement with Jefferson, or that a receiver of the rents and profits should be appointed. The defendant admitted in his defence the material facts stated in the claim, but relied upon legal points, which thus came to be determined by the court in an expeditious and inexpensive manner.

*Ford*, for the defendant.—The defendant is not liable to the plaintiffs with whom he has no contract or privity. Jefferson alone can demand performance of the agreement or give a discharge for the purchase-money. The plaintiffs being equitable mortgagees could not have ejectment, and therefore are not entitled to a receiver. Burland took his legal mortgage with notice of the agreement to purchase.

*C. Dodd*, for the plaintiffs.—The defendant had notice of the previous equitable mortgage to the plaintiffs when he agreed to purchase the house. Burland having acquired the legal estate, the plaintiffs jointly are entitled to possession as against the defendant, unless he elects to fulfil the contract of purchase. If he refuses to recognize the plaintiff's previous mortgage, he is to be treated as a mere stranger.

The COURT considered that specific performance might be decreed against the defendant without Jefferson being a party to the record, but, without further information with regard to him, would not order the

* Reported by CHARLES CAGNEY, Esq., Barrister-at-Law.

purchase-money to be paid to the plaintiffs. It was ordered that an account should be taken of what was due from the defendant to Jefferson under the agreement, and that the amount should be paid into court into the district registry in ten days.

(Before STEPHEN and WATKIN WILLIAMS, JJ.)

June 25.—*Salmon, Barnes, & Co.* v. *The Coniston Mining Company.*

Ord. 40, r. 8—Motion for judgment where some only of the issues in an action have been determined by reference—Payment into court—Costs.

Where the defendant paid a sum of money into court without admitting liability, and upon certain of the issues being referred, the referee certified that the amount paid into court was sufficient to satisfy the claim of the plaintiff, the court ordered that the plaintiff should have the costs of the action up to the reference, and the defendant the costs of the reference.

In this case motion was made for judgment, under ord. 40, r. 8, by leave of Master Butler, notwithstanding that an issue raised by the defence had not been determined, upon the ground that the report of the official referee had rendered the trial of the said issue unnecessary.

The action was brought for £235 for goods sold and delivered and work done. The issues raised by the defence were of a varied and intricate nature. Amongst other things, the defendants alleged that in executing the work and supplying the goods, in respect of which the action was brought, the plaintiff had been guilty of negligence, whereby the defendants suffered damage. This negligence was relied upon as a ground of defence as well as counter-claim. The defendants also claimed to set off £8 15s., the price of goods supplied by them to the plaintiffs. Further, without admitting any liability, they paid into court the sum of £180.

It was ordered that all the issues in the action, other than that of negligence, raised in the statement of defence should be referred to an official referee, under section 56 of the Judicature Act, 1873. By his report the referee found certain of the issues in favour of the plaintiffs, and certain others in favour of the defendants; but that, upon the whole, the plaintiffs were entitled to £167 in respect of the matters for which they made their claim, while the defendants were entitled, in respect of their set-off or counter-claim, to £6 for the goods sold by them to the plaintiffs, and that, therefore, the sum of £180 paid into court was more than sufficient to satisfy the claim of the plaintiffs. He further found that the defendants had not suffered any loss or damage by reason of the negligence of the plaintiffs, and were not entitled to recover any sum upon their counter-claim in respect of such negligence.

*Masterman*, for the plaintiffs, moved the court as above mentioned.—The official referee having found that the defendants are not entitled to damages for the negligence set up, there can be no object in determining the issue by which it is raised. He asked for the costs of the action and reference, and of the present motion.

*MacConkey*, for the defendants.

WATKIN WILLIAMS, J., referred to the case of *Goutard* v. *Carr* (32 W. R. 84), which, he said, for some unaccountable reason, had not been reported, except in the WEEKLY REPORTER. It was a decision of the Court of Appeal of great importance, and bore upon the question of costs in the present case.

The COURT ordered that judgment in the action should be entered for the plaintiffs, the plaintiffs to have the costs of the action up to the reference, and of the motion; the defendants to have the costs of the reference.

Solicitors for the plaintiffs, *Arkcoll & Cockell.*

Solicitors for the defendants, *Francis & Johnson*, for *Middleton & Norris*, Stone.

[*Goutard* v. *Carr* may seem, at first sight, to conflict with the order of the court here; but it will be noticed that, in that case, it was part of the order of reference that the costs of the action and the reference should abide the event.]

(Before FIELD, MANISTY, and LOPES, JJ.)

June 24.—*Lee* v. *Parkes.*

Action against sheriff's officer for trespass—Remitting to county court—"Visible means."

This was an appeal from an order of Denman, J., rescinding an order of the district registrar of Liverpool, whereby the plaintiff had obtained leave to continue proceedings in the High Court of Justice against a sheriff's officer for trespass.

The plaintiff had served a writ out of the district registry of Liverpool against the defendant, a sheriff's officer, for damages for trespass. The alleged trespass consisted in effecting a further levy after a previous one had been abandoned. The district registrar ordered that the plaintiff should give security for costs, otherwise that the action should be remitted to the county court, upon the ground that the plaintiff had no "visible means" within the terms of section 10 of the County Courts Act, 1867.

By the order liberty to apply was reserved to the plaintiff to have the order discharged in the event of his obtaining a certain appointment which he stated upon affidavit he had reason to expect. The appointment in question was that of colliery manager under persons who had taken over certain collieries which had previously belonged to the plaintiff, but had been assigned by him to them to be worked for the benefit of his creditors, the plaintiff being insolvent. It appeared from the defendant's affidavits that the defendant himself, as sheriff's officer, had taken possession of the collieries in execution, and that the plaintiff's furniture had also been sold by the defendant in execution, and that there were judgments against the plaintiff to the amount of over £7,000. The plaintiff was appointed by the trustees manager of the collieries at a salary of £208 per annum, payable weekly. By the agreement whereby he was so appointed he was liable to dismissal without notice for misconduct, or at any time with three months' notice, or upon receiving three months' salary. After this agreement had been entered into, the plaintiff applied to the district registrar and obtained an order discharging the first order, but Denman, J., restored it, upon the ground that the plaintiff had no "visible means." The plaintiff appealed.

*Emden*, for the plaintiff, was stopped by the court.

*Kennedy*, for the defendant.—The plaintiff is a weekly servant at £4 per week. He is liable to dismissal on being paid three months' wages. Such a person has no "visible means." The meaning of this expression was considered in *Counsel* v. *Garvey* (5 Ir. C. L. R. 75). From that case it appears that the test is, whether the plaintiff has means which could, by process of attachment, be made to satisfy the costs of the defendant in the event of the latter obtaining a judgment in the action. In the case of an employment such as this, future salary in respect of services not yet performed would not be a "debt due, or accruing due," and no garnishee order could be obtained under order 45.

The COURT reversed the order appealed against. They considered that the plaintiff had "visible means" within the meaning of the statute. Adopting the test suggested by Whiteside, C.J., in the case referred to by Mr. Kennedy, they considered that the defendant, in the event of his succeeding in the action, would be entitled to a garnishee order, attaching the future salary of the plaintiff, upon the authority of *Gordon* v. *Jennings* (L. R. 9 Q. B. D. 45).

Appeal allowed with costs.

## BANKRUPTCY CASES.

BANKRUPTCY NOTICE—"FINAL JUDGMENT"—COMPANY—WINDING UP—CONTRIBUTORY—"BALANCE ORDER" FOR CALLS—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (a.)—In a case of *Ex parte Whinney*, before a divisional court of the Queen's Bench Division on the 25th inst., a question arose as to the issuing of a bankruptcy notice. A company was in voluntary liquidation, and on the application of the liquidator, Bacon, V.C., had made a "balance order" upon a contributory for the payment of the amount of a call which had been made before the commencement of the winding up. The payment was not made, and the liquidator applied to the bankruptcy court at Brighton for the issue of a bankruptcy notice against the contributory. The registrar refused to issue it, on the ground that the "balance order" was not a "final judgment" within the meaning of sub-section 1 (*g.*) of section 4 of the Bankruptcy Act, 1883. The Divisional Court (MATHEW and CAVE, JJ.) affirmed the decision. They said that, though the proceeding taken by the liquidator to obtain the balance order was very analogous to an action, the order was certainly not a "final judgment." The case was clearly governed by the decision of the Court of Appeal in *Ex parte Chinery* (L. R. 12 Q. B. D. 342, *ante*, p. 327).—COUNSEL, *C. Lyttleton Chubb.* SOLICITORS, *Deane, Chubb, & Co.*

ACT OF BANKRUPTCY—NOTICE OF SUSPENSION OF PAYMENT—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (h.)—BANKRUPTCY RULES, 1883, r. 11.—In a case of *Ex parte Nicholl*, before a divisional court of the Queen's Bench Division on the 25th inst., a question arose as to the act of bankruptcy which is defined by sub-section 1 (*h.*) of section 4 of the Bankruptcy Act, 1883. By that sub-section it is made an act of bankruptcy "if the debtor gives notice to any of his creditors that he has suspended, or that he is about to suspend, payment of his debts." In the present case a debtor, in the course of a conversation with one of his creditors, told him that he had suspended payment in consequence of his bankers having allowed his bills to be returned. It was urged that the notice mentioned in the sub-section ought to be in writing, reliance being placed on rule 11 of the Bankruptcy Rules, 1883, which provides that "all notices required by the Act or these rules shall be in writing, unless these rules otherwise provide, or the court shall in any particular case otherwise order." This rule, however, occurs in Part I. of the rules, which is headed "Court Procedure." The court (MATHEW and CAVE, JJ.) held that the rule had no application, and that the verbal notice was sufficient to constitute an act of bankruptcy.—COUNSEL, *Cohen*, Q.C., and *English Harrison; Winslow*, Q.C., and *Yate Lee.* SOLICITORS, *Mercer & Mercer; Waterhouse, Winterbotham, & Harrison.*

### CASES BEFORE THE BANKRUPTCY REGISTRARS.*

(Before Mr. REGISTRAR PEPYS.)

*Re* ——.

Bankruptcy Act, 1883, s. 28—Suspension of order of discharge—Bankrupt continuing to trade after knowing himself to be insol-

* Reported by H. WYATT HART, Esq., Barrister-at-Law.

vent, and incurring debts by means of rash and hazardous speculations.

The adjudication took place under the Act of 1883, and an order was made for the summary administration of the bankrupt's estate, as there were no assets, and the debts amounted to £3,000. The bankrupt now applied for his order of discharge.

The report of the chief official receiver stated to the court the following facts:—The bankrupt commenced business as a merchant in the city of London in 1879, with a capital of £150. He had incurred a debt to the amount of £590 when he knew himself to be insolvent, and he continued to trade under the same condition of circumstances, and incurred debts on the Stock Exchange by means of rash and hazardous speculations.

*Barnett* (solicitor), for the bankrupt.

*Pocock*, for creditors.

*W. W. Aldridge*, for the Chief Official Receiver.

The bankrupt was examined at some length in support of his application for discharge.

PEPYS, Registrar, held that the offences charged against the bankrupt had been substantially proved, and that being the case, it was of the first importance to the administration in bankruptcy that a uniform and substantial punishment should be inflicted; hence the order of discharge must be suspended for a period of two years.

## CASES OF THE WEEK.

PROOF IN BANKRUPTCY—LOAN FROM BUILDING SOCIETY—PREMIUM PAYABLE IN INSTALMENTS—BANKRUPTCY OF BORROWER.—In a case of *Ex parte Bath*, before the Court of Appeal on the 20th inst., a question arose as to a proof in respect of a "premium" charged by a building society for a loan to one of its members, he having filed a liquidation petition under the Bankruptcy Act, 1869. The loan was secured by a mortgage to the society of property belonging to the member, the principal sum, premium, and interest being made (in the mode usual in such cases) payable by the member to the society in a series of monthly instalments, each of which was composed of principal, interest, and premium, and upon default in payment of any one instalment the whole unpaid balance of the debt was to become payable. The society claimed to prove in the liquidation for the balance of the debt after deducting the estimated value of their security, which was deficient. The Court of Appeal (*Ex parte Bath*, L. R. 22 Ch. D. 450, 27 SOLICITORS' JOURNAL, 69) held that, so far as the proof related to interest accrued due after the commencement of the liquidation, it must be rejected. On the taking of the account of the amount due to the society on this footing the trustee in the liquidation claimed to have the instalments of premium accrued due after the commencement of the liquidation disallowed, on the ground that the premium was really interest under another name. The court (BAGGALLAY, COTTON, and LINDLEY, L.JJ.), however, held that the premium was not in the nature of interest, but was a capital sum or bonus charged by the society in respect of the convenience to the borrower of the mode in which the loan was made repayable. It was a debt at once, though it was made payable in instalments. Of course, if the premium had really been interest in another guise, the general rule, that there cannot be a proof for interest accrued due after the commencement of a bankruptcy, could not be evaded by calling the interest by another name.—COUNSEL, *F. Turner; J. Chester* and *H. Reed*. SOLICITORS, *H. Rumney; Bonner, Wright, & Co.*

PROOF IN BANKRUPTCY—EVIDENCE—ADMISSIBILITY—BANKRUPT'S STATEMENT OF AFFAIRS.—In a case of *Ex parte Revell*, before the Court of Appeal on the 20th inst., a question arose as to the admissibility of evidence in support of a proof tendered in a bankruptcy. The bankruptcy commenced in 1842. For many years there were no assets for distribution among the creditors, but recently, by reason of the death of the bankrupt's father (the bankrupt himself being also dead), considerable assets had fallen in, and in consequence of this a number of claims had been made by persons who had not previously tendered any proofs. The claim to prove was by the personal representative of H., and in the bankrupt's statement of his affairs, made at the commencement of the bankruptcy, there was an entry of a debt due to H. This statement was verified by the oath of the bankrupt, but in an *ex parte* proceeding without any cross-examination. The court (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) held that the bankrupt's admission of the debt did not bind the assignee in the bankruptcy or the other creditors. It was not an admission against interest.—COUNSEL, *Winslow*, Q.C., and *Yate Lee; Bigham*, Q.C., and *H. Reed*. SOLICITORS, *Still & Son; M. T. Hodding*.

LUNACY—TRIAL OF ISSUE BY JURY—LUNACY REGULATION ACT, 1862, s. 4—8 & 9 VICT. c. 109, s. 19.—In a case of *In re Scott*, before the Court of Lunacy on the 21st inst., a question arose as to the construction of the provisions made by section 4 of the Lunacy Regulation Act, 1862, for the trial by a jury of the question of the mental capacity of an alleged lunatic. In the present case an order was, on the 4th of February, 1884, made in lunacy by Bowen, L.J., upon a petition of a brother of the alleged lunatic, directing an inquiry before the Master in Lunacy by a good jury of the county of Middlesex, as to the lunacy. On the 29th of March an order was made by Bowen, L.J., that all further proceedings under the order of the 4th of February, so far as it directed the inquiry to be held by one of the Masters in Lunacy be stayed, and that the inquiry concerning the alleged lunacy be had and made before a good jury, and that, pursuant to the provisions of the Lunacy Regulation Act, 1862, such an inquiry be made under an issue to be tried in the High Court of Justice, in the Queen's Bench Division, and that the question in such issue should be whether the alleged lunatic was a person of unsound mind and incapable of managing himself or his affairs. The issue was tried before Denman, J., and resulted in a verdict that the alleged lunatic was a person of unsound mind and incapable of managing himself and his affairs. The lunatic afterwards applied for a declaration that the proceedings before Denman, J., were null and void from non-compliance with the provisions of section 4, under which the order of March, 1884, purported to be made. By this section it is provided that wherever under the Lunacy Regulation Act, 1853, the Lord Chancellor shall order an inquiry before a jury, "he may by his order direct an issue to be tried in one of her Majesty's superior courts of common law at Westminster, and the question in such issue shall be whether the alleged insane person is of unsound mind and incapable of managing himself or his affairs, and the provisions of the said Act (of 1853) with respect to commissions of lunacy and orders for inquiry to be tried by a jury and the trial thereof, and the constitution of the jury, shall apply to any issue to be directed as aforesaid, and the trial thereof, and subject thereto such issue and the trial thereof shall be regulated by the Act of 8 & 9 Vict. c. 109, to amend the law concerning games and wagers, and the verdict upon any such issue finding the alleged insane person to be of unsound mind and incapable of managing himself or his affairs shall have the same force to all intents and purposes as an inquisition under a commission of lunacy finding a person to be of unsound mind and incapable of managing himself or his affairs returned into the Court of Chancery." Section 19 of the Act 8 & 9 Vict. c. 109, provides that "in every case where any court of law or equity may desire to have any question of fact decided by a jury, it shall be lawful for such court to direct a writ of summons to be sued out by such person or persons as such court shall think ought to be plaintiff or plaintiffs against such person or persons as such court shall think ought to be defendant or defendants therein, and, thereupon, all the proceedings shall go on and be brought to a close in the same manner as is now practised in proceedings under a feigned issue." It was contended on behalf of the lunatic that, without the issue of a writ as directed by the statute, Denman, J., had no authority to entertain any question, to hold the inquiry, or even to administer an oath, and that consequently the whole inquiry was *coram non judice* and a mere nullity. The court (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) overruled the objection. BAGGALLAY, L.J., said that the Lords Justices sitting in lunacy were neither a court of law nor of equity, but, nevertheless, they might wish to have the question whether a person was or was not of unsound mind tried by a jury. The simple question in such a case was soundness or unsoundness of mind, and there was no occasion to decide who was to be plaintiff or defendant. Before the Act of 1862 the only mode of determining the question of the sanity or insanity of the alleged lunatic was by inquiry before one of the Masters in Lunacy, either with or without a jury. Having regard to the language used in the Act, he thought it was not necessary that a writ of summons should be issued for the purpose of showing what the issue to be tried was, or who was to be plaintiff or defendant to such issue. Section 4 provided that the provisions of the Lunacy Act, 1853, should apply to any issue to be directed and the trial thereof, and, "subject thereto, such issue and the trial thereof" should be regulated by 8 & 9 Vict. c. 109, s. 19—that is to say, a certain mode of procedure having been adopted, which brought the matter down to the time of trial, it was then taken up under 8 & 9 Vict. c. 109. It appeared to him, therefore, that no writ of summons was necessary, as the issue was defined, and everything for which a writ of summons was required was already provided for by section 4. What possible advantage could there be in having a writ of summons issued merely for the purpose of obtaining that which the Act had already provided? COTTON, L.J., said that the question was whether section 4 of the Act of 1862 did not of itself give the Lord Chancellor (or the Lords Justices) jurisdiction to direct a trial before a judge without anything else being necessary to give validity to such trial. Construing section 4 fairly and reasonably, he was of opinion that it did by implication give the judge before whom the question whether the alleged lunatic was of unsound mind was to be tried, power to do everything that was necessary to try the question, and for that purpose to administer oaths, and generally all powers in order to make that effectual which the statute had authorized to be done. The argument founded upon the reference in section 4 to the provisions contained in section 19 of 8 & 9 Vict. c. 109, was in his opinion erroneous, as it turned upon an erroneous view of the nature of proceedings in lunacy. Those proceedings were not taken adversely between litigants on either side, but were taken before the Lord Chancellor or the persons delegated under the special authority given by sign manual to act for the care and custody of lunatics, and this jurisdiction was exercised by them, not as judges of the Court of Appeal deciding between adverse litigants, but as the persons to whom the authority given to the Lord Chancellor had been intrusted. In his opinion, all that was intended by the introduction of the words in question was that section 19 of the former Act should apply so as to enable the court to ascertain whether the alleged lunatic was or was not of unsound mind, and not that the proceedings should be converted into a litigation between adverse parties. If it had been intended that there should be a writ issued, there would have been a direction to that effect. LINDLEY, L.J., concurred.—COUNSEL, *Sir H. Giffard*, Q.C., *Bucknill*, and *E. Beaumont; Murphy*, Q.C., and *Swinfen Eady*. SOLICITORS, *Hall, Knight, & Co.; Parker, Garrett, & Parker*.

PRACTICE—COMPANY—WINDING UP—EXAMINATION OF WITNESSES UNDER SECTION 115—CREDITOR'S RIGHT TO ATTEND—LIBERTY TO ATTEND PROCEED-

INGS—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 115—GENERAL ORDER, NOVEMBER, 1862, r. 60.—In a case of *Re The Norwich Equitable Fire Assurance Company*, before Bacon, V.C., on the 20th inst., a question arose whether a creditor of a company which was being wound up, who had obtained an order giving him liberty to attend the proceedings, had a right to attend the examination by the official liquidator under section 115 of the Companies Act, 1862, of a witness upon whose evidence the claim of the creditor in a great measure depended. BACON, V.C., said that the law gave the official liquidator power to examine witnesses in order to get up evidence to support the case of the company. No one else had any right to be present at such examination any more than he had to see counsel's opinion obtained by the other side. The creditor could not be injured, as he would have an opportunity of cross-examining the witness if his evidence were eventually made use of. No word of the examination itself could ever be used against the creditor, so that his position would not be affected in any way. The motion, asking for a declaration that the creditor was not entitled to attend, must be allowed, with costs.—COUNSEL, *Marten*, Q.C., and *Seward Brice*; *Hemming*, Q.C., and *Cababé*; *Methold*. SOLICITORS, *Boxall & Boxall*; *E. W. & R. Oliver*; *Owles & Collinson*.

SPECIFIC PERFORMANCE—BUILDING SCHEME—COVENANT TO FORM STREET.—In a case of *Woodhouse* v. *Hargreaves*, before the Court of Appeal on the 23rd inst., a question arose as to enforcing the performance by the purchaser of one of the lots of an estate, which was being laid out for building purposes, of a covenant to form a portion of an intended new street, which was to form the boundary of his lot. The estate was sold by trustees for sale. The defendant bought one of the lots, and in the conveyance to him he contended that he would, within three months after being required by the vendors to do so, construct at his own expense a moiety of an intended new street, the centre line of which was the boundary of his lot. This was in March. G., the purchaser of another lot on the opposite side of the intended new street, entered into a similar covenant with the vendors. In October, 1880, the vendors served notice on the defendant to construct the moiety of the street on his lot, and in August, 1881, the vendors and G. commenced the action to enforce the performance of the defendant's covenant. G. had done nothing to construct his portion of the street, but in fact had let that part of his land on which the street was to be constructed to a person who was using it as a quarry, and who wanted the new street to be made in order to give access to the quarry. Nothing had been done as to the construction of the street by the purchasers of other lots, or by the vendors in whom some unsold lots remained vested. Bacon, V.C., held that the defendant ought to be compelled to perform his covenant. The Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) held that, having regard to the delay in carrying out the scheme, the plaintiffs were not entitled to compel the performance of the covenant.—COUNSEL, *Millar*, Q.C., and *Ingle Joyce*; *Marten*, Q.C., and *B. Eyre*. SOLICITORS, *Gregory, Rowcliffes, & Co.*; *J. W. Sykes*.

MARRIED WOMAN—SEPARATE USE—SEPARATE PROPERTY ACQUIRED AFTER CONTRACT—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75), s. 1, SUB-SECTIONS 1—4.—In the case of *Conolan* v. *Leyland*, before Chitty, J., on the 20th inst., a motion was made to enforce against the defendant, a married woman, an arbitrator's award made in January, 1884, in pursuance of a consent reference by order of April, 1883. It appeared that the cause of action was a contract entered into, in 1872, by the defendant with the plaintiff. The question arose whether, under the Married Women's Property Act, 1882, s. 1, sub-sections 1—4, separate property acquired by the defendant subsequently to the date of the contract could be taken in execution of judgment. *Jones* v. *Barraud* (31 W. R. 786), *Severance* v. *The Civil Service Supply Association* (48 L. T. 485, 31 W. R. Dig. 52), and *King* v. *Lucas* (31 W. R. 904, L. R. 23 Ch. D. 712) were referred to. CHITTY, J., said that the real question was whether the Legislature intended to give a new effect to a contract entered into before the Act, and in this respect to make the Act retrospective. His lordship directed the question to stand over for further argument.—COUNSEL, *Ince*, Q.C., and *McConkey*; *Romer*, Q.C. SOLICITORS, *W. W. Wynne*, for *Evans, Lockett, & Co.*, Liverpool; *F. W. Wynne*, for *Simpson & North*, Liverpool.

SOLICITOR'S CHARGE—PROPERTY RECOVERED OR PRESERVED—23 & 24 VICT. c. 127.—The case of *Jackson* v. *Smith*, which came before Kay, J., on an adjourned summons on the 21st inst., raised the question whether a solicitor by whose exertions a fund had been recovered for the plaintiff in the action, which was an action for dissolution of partnership, was entitled to a charge upon the fund under 23 & 24 Vict. c. 127, in priority to the creditors of the partnership who were before the court. KAY, J., said it was clear that the solicitor was entitled to charge the fund against the parties to the action, because the charge was treated as compensation for salvage, but the question was whether that principle applied as against creditors in a partnership action. It was admitted that the property might never have been realized at all but for the exertions of the solicitors. It was held in *Bailey* v. *Birchall* (2 H. & M. 371); *Bulley* v. *Bulley* (26 W. R. 310, L. R. 8 Ch. D. 479); and *Greer* v. *Young* (31 W. R. 930, L. R. 24 Ch. D. 545), that a solicitor, by whose exertions a fund had been recovered, was entitled, not only as against the parties to the action, but against everybody who was before the court, though an order would not be made against any person in his absence: *Hamon* v. *Giles* (27 W. R. 834, L. R. 11 Ch. D. 942). The creditors had reaped the benefit of the recovery of the fund, and the salvage principle applied as much to them as to the parties of the action. His lordship, therefore, ordered the fund to be charged both as against the plaintiff and defendant, and as against the creditors of the partnership, but only in respect of costs properly incurred.—COUNSEL, *Church*; *Hastings*, Q.C., and *Chadwyck Healey*; *Galey*. SOLICITORS, *A. & G. Digby*; *Haynes*; *Tabor*; *T. E. & H. Scott*.

POWER OF ADVANCEMENT—CONSENT OF TENANT FOR LIFE—DEFEATING CREDITORS IN BANKRUPTCY.—In a case of *In re Cooper*, *Cooper* v. *Slight*, before Kay, J., on the 20th inst., a question arose as to the power of a tenant for life, who had become bankrupt, to consent to the exercise by trustees of a power of advancement for the benefit of his child. The trustees of a certain will were empowered to advance the child of J. Cooper, subject to his consent in writing, to the extent of half the capital of a sum of money to the interest of which he was entitled for life. J. Cooper became bankrupt, and it was argued that his power of consenting had gone, and was now in the trustee in bankruptcy. KAY, J., said it must be taken as settled that, where there is a tenancy for life and the ultimate interest is in the tenant for life, who has a power of appointment by which he might defeat his creditors, the power is not, on his becoming bankrupt, extinguished, but he is not allowed to exercise it so as to defeat creditors. If the trustee in bankruptcy does not object, then the tenant for life can exercise it, but such consent would not be given without the order of the Court of Bankruptcy. This seemed to be the case here; the power was not extinct, but could not be exercised by the bankrupt unless he obtained the leave of his trustee, acting under the sanction of the Court of Bankruptcy.—COUNSEL, *Chadwyck Healey*; *Sir A. Watson*; *H. M. Humphrey*. SOLICITORS, *Sidney Steadman & Co*; *Hicks & Arnold*; *Mott & Dent*.

COMPANY—WINDING UP—DIRECTOR—MISFEASANCE—JOINT AND SEVERAL LIABILITY—COMPANIES ACT, 1862, s. 165.—In a case of *In re The Carriage Co-operative Supply Association*, before Pearson, J., on the 19th inst., a question arose as to the joint and several liability of directors for a misfeasance under section 165 of the Companies Act, 1862. The promoter of the company, out of a number of fully paid-up shares, which he received under the agreement between the vendor to the company and a trustee for the company, transferred to each of five directors of the company twenty shares as their qualifying shares. The articles of association provided that the qualifying shares of a director might be shares originally issued as fully paid-up shares. In the subsequent winding up of the company the liquidator sought to make R., one of the directors, liable, not only for the value of the shares thus transferred to him, but also for the value of those which were transferred to his co-directors. PEARSON, J., held that R. was jointly liable. He said that the shares were taken as cash by the promoter in part payment of a sum of money payable to him. If he, instead of transferring twenty shares to each of the directors, had given £100 in cash to each of them, then no doubt each would have been liable jointly and severally for the whole sum, and he could make no distinction between a transfer of shares and a payment of a sum of money. All of the directors were parties to the transaction, and as the shares were transferred to them with the consent of all, they were all equally liable.—COUNSEL, *Cookson*, Q.C., and *Buckley*; *Cozens-Hardy*, Q.C., and *Heath*. SOLICITORS, *Harcourt*; *Musgrave*.

LEGACY—CHARGE ON REAL ESTATE.—In a case of *Hall* v. *Hall*, before Pearson, J., on the 21st inst., the question arose whether a legacy was charged on real estate. A testator by his will bequeathed to his wife £300, and; after bequeathing another pecuniary legacy, he gave and bequeathed to his sister all the residue of his property of whatever description. By a codicil the testator left to his wife the sum of £700, in addition to what he had already left her in his will. PEARSON, J., held that the whole £1,000 given to the widow was charged on the testator's real estate. The £300 given by the will was clearly charged on the reale state, the residue being that which remained after payment of the legacies. And the £700, being an addition to the £300, stood in the same position.—COUNSEL, *T. L. Wilkinson*; *Bunting*. SOLICITORS, *Indermaur & Brown*; *Howard & Shelton*

MORTGAGE—FORECLOSURE—REDEMPTION—MORTGAGES OF TWO ESTATES—COSTS OF ACTION—CONVEYANCING ACT, 1881, s. 17.—In a case of *Clapham* v. *Andrews*, before Pearson, J., on the 21st inst., a question arose as to the form of a foreclosure judgment in an action for the foreclosure of two mortgages of different estates for different sums, executed at different times by the same mortgagor to the same mortgagee. Both the mortgages were executed after the Conveyancing Act, 1881, came into operation, and they could not, therefore, be consolidated. The question was whether, in taking the accounts, the costs of the action ought to be apportioned between the two mortgages. PEARSON, J., held that, as to each mortgage, an account should be taken of what was due to the plaintiff for principal and interest and the whole of the costs of the action. He said that, if the defendant desired to redeem either mortgage separately, he ought to pay the whole of the costs of the action.—COUNSEL, *Stallard*. SOLICITORS, *Clapham & Fitch*.

LEASE—FORFEITURE ON BANKRUPTCY OR FILING A PETITION IN LIQUIDATION—PRESENTATION OF BANKRUPTCY PETITION BY LESSEE—FIXTURES—BANKRUPTCY ACT, 1883, s. 149—CONVEYANCING ACT, 1881, s. 14.—In a case of *Ex parte Gould*, before a divisional court of the Queen's Bench Division on the 19th inst., a question arose as to the forfeiture of a lease by reason of the presentation of a bankruptcy petition by the lessee. The lease, which was granted in 1880, of a machinery-room, or mill, and a warehouse, for a term of twenty-one years, determinable by the lessees at the

end of seven and fourteen years, contained a covenant by the lessors that, *inter alia*, the several articles mentioned in a schedule to the deed should be the property of the lessees, and should be removeable by them, they making good all damage done by the removal. There was a proviso (1) that in case (*inter alia*) the lessees should during the term be bankrupt, or file a petition in liquidation, or make an assignment for the benefit of their creditors, then the term should cease; (3) that on the determination or cesser of the term the machinery-room, warehouse, and chimney should be and remain the property of the lessors, but (4) all the machinery, and also all the other buildings erected by the lessees should be their property, and should be removed by them previously to the determination or cesser of the term (unless it should be then mutually agreed between the lessors and lessees that the lessors should purchase them), the lessees, in case the same should be removed, to make good all damage which might be caused by the removal. The articles mentioned in the schedule were such things as iron columns, beams, floors, and brick piers. In March, 1884, the lessees presented a bankruptcy petition under the Bankruptcy Act, 1883, and a receiving order was made, and the question was whether the filing of this petition had caused a forfeiture of the lease—whether, that is, the presentation of the petition was within the meaning of the proviso a "filing a petition in liquidation." Section 149 of the Bankruptcy Act, 1883, provides that "where by any Act or instrument reference is made to the Bankruptcy Act, 1869, the Act or instrument shall be construed and have effect as if reference were made therein to the corresponding provisions of this Act." The court (MATHEW, CAVE, and DAY, JJ.) held that a forfeiture had taken place. MATHEW and CAVE, JJ., were of opinion that section 149 applied; that in the proviso reference was made to the filing of a liquidation petition under the Bankruptcy Act, 1869, and that the provisions of the Bankruptcy Act, 1883, as to the presentation of a bankruptcy petition by a debtor, were "corresponding provisions" to those in the Bankruptcy Act, 1869, as to the filing of a liquidation petition. DAY, J., thought that section 149 did not apply, but that the words "file a petition in liquidation" in the proviso were not used in any technical sense, and meant "take any proceedings for the liquidation of their affairs without a bankruptcy." The other question was as to the effect of the provisions with reference to the articles mentioned in the schedule to the lease, and the machinery, &c., mentioned in clause (3) of the proviso. The court held that section 14 of the Conveyancing Act, 1881, did not apply, and that the articles mentioned in the schedule, and also the machinery and buildings referred to in the clause (4) of the proviso, belonged to the receiver, even if he could not enter and remove them. If he could not, he would be entitled to call upon the lessors to hand them over to him, subject to his making good the damage caused by removal.—COUNSEL, *Winslow*, Q.C., and *Yate Lee*; *Arthur Charles*, Q.C., and *Horace Browne*; *Arthur Powell*. SOLICITORS, *Waterhouse, Winterbotham, & Harrison*; *Wedlake, Letts, & Wedlake*; *G. Whale*.

## SOLICITORS' CASES.

HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

(Sittings *in Banc*, before MATHEW and DAY, JJ.).

June 20.—*In the Matter of William Foden Dodge and Edmund Phipps, Solicitors.*

This was an application on the part of the Incorporated Law Society to strike two solicitors off the rolls. It appeared that the solicitors in question, Messrs. Dodge & Phipps, were in partnership, and until recently practised in Liverpool, but in November last the firm became bankrupt, their liabilities being estimated at £72,000, and their assets at £4,500. The charge made by the Incorporated Law Society was that the firm had received two sums, one of £2,000 and another of £1,800, to invest on behalf of a client whose estate they managed, and that neither of these sums were in fact invested, but were retained by the firm.

*Wills*, Q.C. (*Hollams* with him), appeared for the Incorporated Law Society.

*Sir Farrer Herschell*, S.G. (*W. R. Kennedy* with him), appeared for Mr. Phipps.

No one appeared on behalf of Mr. Dodge, who, it was stated, had recently gone America.

It was urged, on behalf of Mr. Phipps, that the acts complained of were due to the misconduct of his partner, and that he had known nothing of the matter, Mr. Dodge having attended to the family business of the firm, while Mr. Phipps attended solely to the litigation branch.

The COURT referred the matter to the master to inquire into the charge as it affected Mr. Phipps, but granted the application in the case of Mr. Dodge.—*Times*.

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The Committee of the Bar Library, Royal Courts of Justice, have forwarded to the Lord Chancellor the following resolution in recognition of his efforts on behalf of the bar—viz.: "That this committee desires to tender to the Right Hon. the Lord Chancellor, its hearty thanks for the interest he has taken in the institution of the bar library in the Royal Courts of Justice, and for the very handsome and efficient accommodation which, through his lordship's intervention, has been secured for the members of the bar desiring to avail themselves of the opportunities the library affords for reading and study." It is stated that Sir Frederick Pollock, the Queen's Remembrancer, has offered to place at the disposal of the committee for use in the library the books in his custody as Queen's Remembrancer, which offer has been gladly accepted.

## THE JUDGES AND THE CIRCUITS.

THE following Treasury Minute has been issued:—

"Copy of Treasury Minute, dated June 16, 1884.

"The Chancellor of the Exchequer states to the board that he has been in communication with the Lord Chancellor on the subject of the system under which the circuit business of the country is at present conducted.

"The general growth of business and of consequent litigation, not only in the metropolis, but also in many of the leading commercial centres of the provinces, has, of late years, greatly increased the demands on the time of the judges of the Supreme Court, until it has now become necessary, in the opinion of the Lord Chancellor, either to make such modification of the existing arrangements as will result in a better economy of the judicial time, or to increase the number of judges beyond that fixed by the Judicature Act of 1873, and the subsequent amending statutes.

"To this latter alternative there are many and serious objections, independent of the question of expenditure.

"The Lord Chancellor and the Chancellor of the Exchequer concur in the opinion that the main objects which should be sought in any modification of the existing arrangements are the following:—

"1. To meet the demands for longer and more continuous sittings at the great provincial centres, such as Manchester and Liverpool, extending to other times than the ordinary circuits, and for the addition of Birmingham, and, possibly, of some other populous places to the assize system.

"2. To effect such an economy in the expenditure of the judicial time that the judges of the Court of Appeal, and of the Chancery, and the Probate, Divorce, and Admiralty Divisions may, as far as possible, be relieved from circuit business; and that their services may thus remain available for keeping open continuously the metropolitan courts and divisions, in which the greatest pressure, and, indeed, block, of business now exists.

"For this purpose it is necessary that the circuit business should, at least for the present, be undertaken by the judges of the Queen's Bench Division alone, and the Lord Chancellor has informed the Chancellor of the Exchequer that, with the advice and co-operation of those learned judges, his lordship has been enabled to make arrangement by which the requirements above referred to will be in a great measure attained.

"These arrangements provide for—

"(*a.*) The preservation of all existing civil and criminal assizes.

"(*b.*) The division of assize towns into those where the business can be disposed of by one judge, and those which require the attendance of more than one.

"(*c.*) A more elastic treatment of the circuits, so that the same judge may sit in towns other than those on any particular circuit.

"(*d.*) An arrangement by which the circuits shall not necessarily all take place at the same time.

"Under this scheme the Lord Chancellor estimates that, during the winter and summer circuits, there will be eight judges absent from London for thirty-one days on an average, and two judges absent for about twenty-one days; and that two judges will also be absent from London for a month and more in June and July, and a month or more in December and January, sitting at Manchester and Liverpool.

"The aggregate of the judges' time thus occupied would probably, on an average, not exceed 700 days.

"This work, however, will be confined to the Queen's Bench Division, and will thus fall upon a much smaller number of judges than at present, and will materially increase the amount of attendance on circuit, and consequently the actual expenditure out of pocket of each individual judge.

"In these circumstances, the Lord Chancellor and the Chancellor of the Exchequer consider that it will be reasonable that the judges should be relieved from the necessary expense of the travelling and subsistence of themselves and their suites during circuit, and the Chancellor of the Exchequer submits to the board a proposal on the subject, which has been rendered possible by the co-operation of all the judges concerned.

"The proposal is as follows:—

"The Treasury will pay, from a vote of Parliament, to any judge going circuit, whether it be a winter or summer circuit, or a circuit held under the Autumn or Winter Assizes Acts, an inclusive allowance of £7 10s. for each day on which he is necessarily absent from London, together with his actual railway fares.

"The Treasury will also pay such sum as, after inquiry, they shall consider sufficient to cover the necessary travelling expenses of the clerks (two or one, as the case may be) who accompany the judge.

"The Treasury will pay to the marshal accompanying a judge, instead of his existing allowance, remuneration at the rate of £2 2s. for each day on which he is necessarily absent from London on circuit duty.

"The judge will himself provide for the travelling and all other expenses of the marshal and of his servants.

"On the other hand, the judges of all the divisions of the Supreme Court, in their desire to prevent the above arrangement from imposing a heavy and permanent burden on the Exchequer, have voluntarily made an important concession.

"Under the provisions of the Judicature Act, 1873, s. 79, there are attached to each judge of the High Court two personal clerks with salaries of £400 and £200 a year respectively.

"A council of the judges held, pursuant to the 75th section, has now resolved as follows:—

"'In order to facilitate the carrying out of the said scheme (*i.e.*, for the payment of the circuit expenses of the judges), the existing judges of all the divisions agree that on the occurrence of a vacancy, by death,

dismissal, resignation, or otherwise, in the office of either of the two personal clerks of any existing judge, such judge shall cease to have a junior clerk, and shall thenceforth have, and from time to time appoint one clerk only, whose salary shall be £400 per annum, provided that the salary of no existing clerk shall be reduced.'

"Future appointments to the bench will be made on condition that the judge appointed will have a single personal clerk with a salary of £400 per annum.

"The Chancellor of the Exchequer has reason to believe that the appointing authorities of the Supreme Court are willing to assist in reducing the number of the personal clerks who, under the terms of the above resolution, have become redundant, by appointing such of their number as may be found qualified to fill vacancies, as they occur, in junior clerkships in the administrative departments of the Supreme Court.

"The total financial effect of the new arrangement will be to impose upon the vote of Parliament an immediate increased charge slightly in excess of £3,000 a year, but this charge will diminish at the rate of about £500 a year, as the staff of redundant clerks is reduced by retirement or transfer.

"Ultimately, when the salary of all these clerks shall have fallen in, the charge upon the vote will be £1,400 a year less than that which is now payable.

"The Chancellor of the Exchequer recommends to the board to sanction the above proposals for the payment of the circuit expenses of the judges and their clerks.

"My Lords agree."

## LAW STUDENTS' JOURNAL.

### CALLS TO THE BAR.

The following gentlemen were called to the Bar on Wednesday by their respective Inns of Court:—

Inner Temple.—Thos. William Henry Dillet; James Edward Hamilton Benn, holder of a studentship awarded by the Council of Legal Education, Trinity, 1882, of a pupil scholarship in equity, awarded by the Inner Temple, February, 1883, and of the Barstow Scholarship, awarded by the Council of Legal Education, Trinity, 1884; George Watson, Edinburgh, M.A.; Hugh Hall, Oxford, M.A., B.C.L.; Skelton Cole, B.A., Cambridge; Frederic William Barff, London; Robert Fullon Rampini, M.A., Edinburgh; Frederick William Waldebrand Pattenden, M.A., Oxford; William Llewellin, B.A., Oxford; Thomas Faris, B.A., M.B., Dublin; Samuel Sandbach, M.A., Oxford; Charles George Napier Trollope, B.A., Cambridge; William Francis Beddoes, M.A., Oxford; William Henry Carter Dunhill, B.A., Cambridge; Hugh Clarence Bourne, M.A., Oxford; Arthur John Matthews, B.A., Oxford; Stuart Archibald Moore; William Ernest Dunsford, B.A., Oxford; Henry Thomas Daniel, B.A., Oxford; Philip Francis Wood, B.A., Oxford; Charles Goluknath, B.A., Cambridge; James Kenneth Stephen, B.A., Cambridge; Geoffrey Phayre Chamberlain, B.A., Oxford; Edward Upton Eddis, B.A., Oxford; Frederick Keppel North, B.A., LL.B., Cambridge; Gilbert Robert Henry Collis, B.A., Oxford; John Rigby Murray, B.A., Oxford; Alfred Joseph George Lippitt, B.A., Oxford; James John Willoughby Livett, LL.B., Cambridge; John Lowndes Gorst, B.A., Cambridge; Ernest Henry Railton, M.A., Oxford; Stanley Owen Buckmaster, B.A., Oxford; John Walker Thompson, B.A., Oxford; John Frederick Peel Rawlinson, LL.B., Cambridge, holder of a pupil scholarship in common law awarded by the Inner Temple, 1883; Reginald Digby Curtler, B.A., Oxford; James Arthur Tweedale, B.A., LL.B., Cambridge; Harold Holden White, B.A., Oxford; William Barton, B.A., Cambridge; John Alexander Bennion, M.A., Cambridge, F.R.A.S.; and Lewis Humfrey Edmunds, D.Sc., London, B.A., LL.B., Cambridge.

Middle Temple.—Robert Charles Heron-Maxwell; Clive Lang Phillipps-Wolley: John Black, Queen's University, Ireland; Charles Allison, B.A., Downing College, Cambridge; John Meir Astbury, Trinity College, Oxford, B.A., 1st class B.C.L. Honours Examination, 1883, Oxon Vinerian Scholar, 1884, Middle Temple 20 guineas International Law Scholar, 1883 and 1884, and 100 guineas Real and Personal Property Law Scholar; Lindesay John Robertson, University of London, 100 guineas Roman Law Studentship, 100 guineas Common Law Scholar, 50 guineas Equity Scholar, and 30 guineas International Law Scholar; Percy Read; Thomas Hamer Dolbey; Keppell Arthur Turnour; Adrian Charles Chamier; Clement Henry Smiles Moore; Alexander Neilson Cumming, M.A. Glasgow University, B.A. Balliol College, Oxford; Henry Bridger; Etienne Louis Jean Koeing, University of London; John George Gray; Francis Gibbons; Narendra Natha Mitra, Calcutta University; Robert Frederic Colam; Thomas Gardner Horridge; Thomas Duncan, M.A., LL.B., Bombay University; Frank Stather Jackson; and Rudolph James Van Ryck de Groot.

### MIDDLE TEMPLE.

The following scholarships have been awarded in the Middle Temple:—Common law.—C. J. Morris, 100 guineas; E. A. Parry, 30 guineas; J. Palit, Campbell Foster Prize, £10 10s. Real and personal property.—J. M. Astbury, 100 guineas; E. Jenks, 30 guineas. International law.—J. E. P. Wallis, 100 guineas; A. H. Stewart, 30 guineas. Equity.—E. B. Wright, 100 guineas; T. K. Anderson, 30 guineas.

## LEGAL APPOINTMENTS.

Mr. William Welchman, solicitor (of the firm of Welchman & Carrick), of Wisbeach and Upwell, has been elected Coroner for the Isle of Ely. Mr. Welchman was admitted a solicitor in 1871.

Mr. Charles Stretton, solicitor, of 88, Chancery-lane, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Nanabhai Haridas, Government Pleader at Bombay, has been appointed a Puisne Judge of the High Court of Judicature at Bombay, on the resignation of Mr. Justice Melvill.

Mr. Thomas Raleigh, barrister, who has been elected Reader in English Law in the University of Oxford, was educated at Balliol College. He obtained the Lothian Prize in 1873, and he graduated first class in classics in 1875. He was afterwards elected a fellow of All Souls' College. Mr. Raleigh was called to the bar at Lincoln's-inn in June, 1877, and he is a member of the Northern Circuit.

Mr. John Tolver Waters, solicitor (of the firm of Preston & Waters), has been elected Vice-Chairman of the Great Yarmouth School Board. Mr. Waters was admitted a solicitor in 1871.

Mr. Henry Homewood Crawford, solicitor (of the firm of Crawford & Chester), of 90, Cannon-street, has been appointed by Alderman Whitehead (sheriff-elect) to be one of the Under-Sheriffs of London and Middlesex for the ensuing year. Mr. Crawford was admitted a solicitor in 1872. He is solicitor to the Vintners' Company, and this is his fifth appointment as under-sheriff.

Mr. C. C. Shorto, solicitor, of No. 4, Westminster-chambers, Victoria-street, London, has been appointed a Commissioner to administer Oaths in the Supreme Court.

## LEGISLATION OF THE WEEK.

### HOUSE OF LORDS.

June 19.—*Bills Read a Second Time.*

Private Bills.—West Metropolitan Tramways; Coventry Corporation (Gas Purchase); Dewsbury Improvement; London Southern Tramways (Extensions); Benefices (Tiverton Portions) Consolidation Amendment; Consolidated Fund (No. 2).

*Bills in Committee.*

Sea Fisheries Act (1868) Amendment.
Metropolitan Police.

*Bills Read a Third Time.*

Private Bills.—Chester Improvement; Northampton Water.
Royal Military Asylum, Chelsea (Transfer).

June 20.—*Bills Read a Second Time.*

Private Bills.—Burry Port and North-Western Junction Railway; Cleveland Extension Mineral Railway; Metropolitan Outer Circle Railway; London and South-Western Railway; Northampton and Daventry Railway; Wirral Railway; Manchester, Bury, and Rochdale Tramways (Extensions); Metropolitan Board of Works (District Railway Ventilators); Medina (Isle of Wight) Subway; Metropolitan Board of Works (Various Powers); Jarrow Corporation; Hendon Railway; Anglesey and Carnarvon Direct Railway; Cardiff Corporation; Chatham and Brompton Tramways; Cranbrook and Paddock-wood Railway; Mersey Railway; North London Tramways; Taff Vale Railway; Treferig Valley Railway; Woolwich Equitable Gas; Milford Docks (Junction Railway); North Metropolitan Tramways; South-Eastern Metropolitan (Lewisham, Greenwich, and District) Tramways; Easton and Churchhope Railway; Folkestone, Sandgate, and Hythe Tramways; and the South-Eastern Railway (Various Powers).

*Bills Read a Third Time.*

Private Bill.—Stalybridge Gas.
Consolidated Fund (No. 2).
Great Seal.
Sea Fisheries Act (1868) Amendment.

June 23.—*Royal Commission.*

The Royal Assent was given by Commission to the following Bills:—Consolidated Fund (No. 2); Married Women's Property; Bankruptcy Frauds and Disabilities (Scotland); Metropolitan Police; Gas Orders Confirmation (No. 1); Land Drainage Supplemental; Water Orders Confirmation (No. 1); Electric Lighting Order Confirmation (No. 2); West Cheshire Water; Plympton and District Waterworks; Walker and Wallsend Union Gas; Totnes, Paignton, and Torquay Direct Railway (Abandonment); Birkenhead Improvement; London Tramways Company (Limited); North-Eastern Railway; Southampton Corporation (Sanitary, &c.); Kingston-upon-Hull Corporation Water; West Ham Local Board (Extension of Powers); King's Lynn Dock; Nar Valley Drainage; Swindon, Marlborough, and Andover, and Swindon and Cheltenham Extension Railway Companies (Amalgamation); Star Life Assurance Society; Imperial Continental Gas Association; Henley-in-Arden and Great Western Junction Railway (Revival of Powers); Swindon and Cheltenham

Extension; Windsor Corporation Water; Ruthin and Cerrig-y-Druidin Railway (Abandonment); Hull, Barnsley, and West Riding Junction Railway and Dock; London Hydraulic Power; and a number of Provisional Orders.

*Bills Read a Third Time.*

PRIVATE BILLS.—Maryport District and Harbour; Midland Railway.

June 24.—*Bills Read a Second Time.*

Water Provisional Orders (No. 2).
Tramways Provisional Orders (No. 2).
Tramways Provisional Orders (No. 4).

### HOUSE OF COMMONS.

June 19.—*Bills in Committee.*

Representation of the People (passed through Committee).
Customs and Inland Revenue.
Settled Land Act Amendment.

*Bills Read a Third Time.*

PRIVATE BILLS.—Anglesey and Carnarvon Direct Railway; Cardiff Corporation; Chatham and Brompton Tramways; Cranbrook and Paddockwood Railway; Mersey Railway; North London Tramways; Taff Vale Railway; Treferig Valley Railway; Woolwich Equitable Gas; Milford Docks (Junction Railway); North Metropolitan Tramways; South-Eastern Metropolitan (Lewisham, Greenwich, and District Tramways).
Fisheries, &c., Act, 1877, Amendment.

*New Bills.*

Bill for the better protection of trustees of settlements (Mr. TOMLINSON).
Bill to amend the law relating to criminal lunatics (Mr. HIBBERT).

June 20.—*Bills Read a Third Time.*

PRIVATE BILL.—Great Western Railway (No. 1).
National Debt (Conversion of Stock).
Settled Land Act Amendment.

June 23.—*Bills Read a Second Time.*

Contagious Diseases (Animals) Act, 1878 (Districts).
Licensing Act (1872) Amendment.

*Bills in Committee.*

Royal Courts of Justice.
Summary Jurisdiction (Repeal, &c.).

*Bill Read a Third Time.*

Customs and Inland Revenue.

June 24.—*Bill Read a Second Time.*

Medical Act Amendment.

*Bills Read a Third Time.*

PRIVATE BILL.—Smith's Trust Estate.
Summary Jurisdiction (Repeal, &c.).

June 25.—*Bill Read a Second Time.*

PRIVATE BILL.—Hallett's Estate.

*Bill in Committee.*

Licensing Act Amendment.

## LEGAL NEWS.

Lord Coleridge, says the *Albany Law Journal*, it is said, is about to publish a volume of reminiscences of America. This will be eagerly looked for by our people, especially by our lawyers. We have had all sorts of British tourists in this country. A few among them have been either wise, or temperate, or agreeable persons, but until Lord Coleridge's advent we have never found the combination of these three qualities in one person. He certainly never flattered us, and yet he did not seem to go on the principle that nothing good should be said of anybody until he is dead. It will be refreshing to get this view by an Englishman equally removed from the cynical idealism of Mr. Matthew Arnold, and the professional gush of Mr. Henry Irving, to mention two of our most recent and accomplished visitors and critics. Other things being equal, we also prefer the views of an observer who does not visit us to make money.

The following are the special questions in the department of jurisprudence and the amendment of the law at the Birmingham Congress of the Social Science Association. International and Municipal Law Section: 1. Is it desirable to introduce into the United Kingdom an official record of rights and interests in land such as exists in the Australasian colonies? 2. What reforms are desirable in the law relating to the arrest and continued detention of alleged lunatics, and to the control of their property? 3. What amendments are required in the system of local government in England, with regard to areas, functions, and representative or other authorities? Repression of Crime Section: 1. Can our prisons be rendered, in a considerable degree, self-supporting, and, if so, by what means, without a sacrifice of their discipline and deterrent effect? 2. Should schools of discipline be established for the correction of juvenile offenders, and their detention for short periods? 3. What means would reduce the traffic in stolen property?

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | | Court of Appeal. | V. C. Bacon. | Mr. Justice Kay. |
|---|---|---|---|---|
| Monday, June | 30 | Mr. Teesdale | Mr. Clowes | Mr. King |
| Tuesday, July | 1 | Farrer | Koe | Merivale |
| Wednesday | 2 | Teesdale | Clowes | King |
| Thursday | 3 | Farrer | Koe | Merivale |
| Friday | 4 | Teesdale | Clowes | King |
| Saturday | 5 | Farrer | Koe | Merivale |
| | | Mr. Justice Chitty. | Mr. Justice North. | Mr. Justice Pearson. |
| Monday, June | 30 | Mr. Pemberton | Mr. Carrington | Mr. Lavie |
| Tuesday, July | 1 | Ward | Jackson | Pugh |
| Wednesday | 2 | Pemberton | Carrington | Lavie |
| Thursday | 3 | Ward | Jackson | Pugh |
| Friday | 4 | Pemberton | Carrington | Lavie |
| Saturday | 5 | Ward | Jackson | Pugh |

### QUEEN'S BENCH DIVISION.

TRINITY SITTINGS, 1884.

*New Trial Paper.*

For Judgment.

Page v Harrison (heard before Justice Grove and Baron Huddleston)
Haines v Guthrie (heard before Justices Stephen and Mathew)

For Argument.

Moved 20th December, 1879 Middlesex, Nowell v Williams Sir H G ffard Lord Coleridge (Part hd 25th, 26th, and 28th May, 1880, before Lord Coleridge and Justices Grove and Lopes)
Moved 2nd March, 1881 Liverpool, Starr & anr v Bolland Mr Gully Justice Field (Stands over)
Moved 15th February, 1883 Norwich, Allison v Daplyn & ors Mr Cock Justice Mathew (Part heard To be mentioned)
Set down 1st January, 1884 Middlesex, Westinghouse the younger v Lancashire and Yorkshire Ry Co Solicitor-General Justice Denman
Set down 19th February, 1884 Leeds, Marley v Jackson & ors, Bedford and ors v Jackson & ors Mr Forbes Justice Field (Stands for defts to apply)
Set down 22nd February, 1884 Leeds, Marley v Jackson & ors, Bedford & ors v Jackson and ors Mr Rigby Justice Field (Stands for defts to apply)
Set down 28th March 1884 Middlesex, Gauntlett v Grosvenor Bank sued &c. Mr Collins Justice Lopes
Set down 29th March 1884 Middlesex, Dover v Syrett Mr Finlay Justice Stephen
Set down 1st April 1884 Middlesex, Merson v London & North-Western Ry Co Mr Bremner Baron Huddleston
Set down 8th April 1884 Middlesex, Ross Smythe & Co v Bennington Justice Lopes
Set down 9th April 1884 Middlesex, Barrow & anr v Dyster, Nalder & Co Mr R T Reid Justice Lopes
Set down 10th April 1884 Middlesex, Scotney exor &c v Chamberlayne & anr Mr Pollard Baron Huddleston
Set down 10th April 1884 Middlesex, Huddleston v Wheeler & anr Mr J J Sims Baron Huddleston
Set down 16th April 1884 Middlesex, Smith v Dart & Son Mr Finlay Justice Hawkins
Set down 16th April 1884 Middlesex, Australian Co ld v Mr MacAndrew Mr Cohen Justice Grove
Set down 17th April 1884 Middlesex, Todd v Flower Mr Keogh Justice Stephen
Set down 17th April 1884 Middlesex, Sanroma v Evens & Son Mr Petheram Justice Hawkins
Set down 22nd April 1884 Middlesex, Turnbull v Taff Vale Ry Co Mr. Bigham Justice Lopes
Set down 2nd May 1884 Luton County Court, Tooley v Peach Mr Broom Whigham, Esq, Judge
Set down 6th May 1884 Manchester, Bishop v Whiteley Mr Channell Justice Day
Set down 6th May 1884 Middlesex, Powers v Porter Mr R T Reid Justice Grove
Set down 8th May 1884 Middlesex, The Hawkins Hill Consolidated Gold Mining Co v Shakespear Mr Finlay To be re-heard before Justices Denman & Manisty Baron Huddleston
Set down 12th May 1884 Manchester, Muir & Co v Anglo-American Brush & Electric Light Co ld Mr Gully Justice Day
Set down 13th May 1884 Middlesex, Gore v Pennington Mr Mc Intyre Justice Stephen
Set down 14 May 1884 Middlesex, The Central News ld v Eastern Telegraph Co & ors Mr Murphy L C J of England
Set down 15 May 1884 Leeds, Wright v Midland Ry Co Justice Butt
Set down 16 May 1884 Middlesex, Wood v Bower & anr In Person L C J of England
Set down 19 May 1884 Middlesex, Thomas Baynes & Co v Toye Mr Bullen Justice A L Smith
Set down 20 May 1884 Middlesex, Johnson v Mudford Mr Murphy L C J of England
Set down 22nd May 1884 Leeds, Wilson the younger v Atkinson Mr Waddy Justice Butt
Set down 23rd May 1884 Middlesex, Weedon v Gas Light & Coke Co Mr Danckwerts Justice Denman
Set down 23rd May 1884 Middlesex, Barker v Lavery Mr Beddall Justice Manisty
Set down 23rd May 1884 Middlesex, Zorn v Hunter Mr Murphy Justice A L Smith
Set down 23rd May 1884 Middlesex, Griffin by next friend v North Met Trams Co Mr Terrell Justice Denman

Set down 24th May 1884 Middlesex, Marshall v Bartlett & anr Mr Willis Justice Lopes
Set down 26th May 1884 Middlesex, Wilkins & ors v Greer Mr T R Kemp Justice A L Smith
Set down 26th May 1884 Leeds, Mason & anr v Pickles Justice Butt Motion for Judgment to be argued with New Trial.
Set down 17th May 1884 Middlesex, Young & ors v Parish Mr Finlay Justice Field
Set down 28th May, 1884 Westminster, County Court of Middlesex, Sullivan v Phillips and anr Mr Lynch F Bailey, Esq, Judge
Set down 28th May, 1884 Liverpool, Somerville v Kelsall and ors Mr French Justice
Set down 29th May, 1884 Middlesex, Weldon, married woman, v Johnson Mr Matthews L C J of England
Set down 29th May, 1884 County Court of Pwelheli, Pritchard v Pritchard G Williams, Esq, Judge
Set down 29th May, 1884 Middlesex, Foli v Bradshawe L C J of England
Set down 30th May, 1884 Manchester (District Registry) Caristie v Cohen Justice
Set down 30th May, 1884 Liverpool, Dales v McMaster Mr Gully Justice Day
Set down 31st May, 1884 Liverpool, Davies v Forwood Mr Bigham Justice Cave

*Special Paper.*

For Argument.

Restored 1st June 1883 Blewitt & anr (Noon and Co) v Cotton demr to defence (Stands over, notice to be given)
Set down 4th June 1883 Lodge (Parkers) v Crossley demr to defence (Stands over till decision of appeal in Bankruptcy)
Set down 22nd February 1884 Hamilton, Fraser & Co (Williamson, Hill & Co) v Staley, Radford & Co special case
Set down 12th May 1884 Newton in Makefield Improvt Commnrs (Field & Co) v Justices of Lancaster special case before two judges
Set down 23rd May 1884 for 17th June Weldon, married woman (J Neal) v Neal Points of law pursuant to order
Set down 27th May 1884 for 17th June Summers & ors (Clarke & Son) v Moorhouse & ors special case before two judges (Municipal Election Act)
Set down 28th May 1884 for 17th June Manchester, Sheffield & Lincolnshire Ry Co (Cunliffe & Co) v Denaby Main Colly Co special case before two judges
Set down 3rd June 1884 for 17th June Weldon (Dod & Longstaffe) v Riviere Points of law pursuant to order

*Opposed Motions.*

Standing over.

Thuey v Staines & West Drayton Ry Co (stands over for settlement)
Curtis v Burn (stands over till after trial of action)

For Argument.

Reynard v Waites (to be mentioned)
Howcroft v Reeves
Line and ors v Warren
Alderton v Archer
Jacobs, Hart, and Co v Brown and anr (Godsell third party)
Leach and ors v Dodwell
Same v Same (pt hd to be resumed before Justices Day and A L Smith)
In re Hepple and ors
Pooley v The Metropolitan Bank and anr
Clark v Laidlaw and anr
In re Powers and ors
Gillespie v Allison
In re an Arbitration between Edwin Webster and J B Harth
In re R J E Carr (ex parte T Matthews)
In re a Solicitor (ex parte Incorporated Law Society)
In re an Arbitration between C Spurling and ors
In re an Arbitration between Joshua Briggs and anr
In re an Arbitration between Isaac George and Edwards
Braby and Co v The Albert Exhibition Palace, lmd
Mason and anr v Pickles (to be argued with motion for new trial, No 37)
Hasker v Nightingale
In re a Solicitor (ex parte J P Yeatman)
Freeman v Tottman
Homestead, Executrix v Wells (Witherington and garnishees)
In re a Solicitor (ex parte Incorporated Law Society)
In re a Solicitor (ex parte Incorporated Law Society)
Taylor v Wolff
Mason and anr v Pennell (the Streatham Hill and General Estates Development Co, lmd, third parties)
Lewis v Thomas and anr

*Crown Paper.*

For Judgment.

Middlesex The Queen v H. M. Postmaster-General Nisi for mandamus to appoint arbitrator Ex parte G W. Railway Co Argued 28th March
Kent The Queen v Waring esq and ors Jj &c and Borer and ors Nisi to Jj to make orders under Public Health Act 1875 Ex parte Bromley Local Board argued 28th May
Middlesex, Westminster Sherstone and ors Wray County Court Special case Dft's appeal F Bayley esq Judge Argued 23rd May
Met Pol Dist Jenks & ors Turpin Magistrate's case Argued 27th May

For Argument.

Surrey The Queen v Overseers of St Mary Magdalen Bermondsey Nisi for mandamus to make out provisional list Ex parte Barrow
Liverpool The Queen v Hasleburst auditor &c Application for certiorari for disallowance Ex parte Jones Referred by Justice Mathew from Chambers 2nd Feb 1884
Met Pol Dist Vestry of Marylebone v Rose Magistrate's case
Cornwall Trewhella Anthony Magistrate's case
Middlesex The Queen The Board of Trade Nisi for mandamus to notify objections to appointment of Receiver in Bankruptcy Expte creditors of G Games
Essex The Queen v Commrs of Sewers for Levels of Fobbing, Corringham, &c Nisi for certiorari for orders Expte J Abbott
Cornwall The Queen v Christopherson Order of Sessions Nisi to quash (2 orders)
Kingston on Hull The Queen v Hull, Barnsley, &c Ry & Dock Co Nisi for certiorari for inquisition for compensation Expte Beau
Essex, Braintree Braintree Union v Beddall County Court Motion to enter judgment for defendant
London The Queen v Teign Valley Ry Co Nisi for mandamus to register transfer of shares Ex pte Gott
Northumberland, Newcastle-on-Tyne North Eastern Ry Co v Cairns County Court Special case Plaintiff's appeal T Bradshaw, Esq, Judge
Hereford The Queen v Lewis and anr Order of Sessions Nisi to quash
Surrey Colls orse Hammond v Hawkins Quarter Sessions 12 & 13 Vict c 45, s 18 Motion for costs of abandoned motion Ex pte Hawkins
Essex, Colchester Mayor, &c of Colchester v Death County Court Defendant's motion for new trial
Worcestershire The Queen v Fletcher, Esq and anr Jj &c Nisi for certiorari for bastardy order Ex pte F Brown
Glamorgan, Swansea Peachy v Mayor &c of Swansea County Court Motion to enter jdgt for dft
Buckinghamshire Harnett v Miles Magistrate's case
Newport, Isle of Wight Harvey v Salter Magistrate's case
Lancashire, Rochdale Greaves v Manchester, &c, Steam Tramways ld County Court Special case Dft's appeal Crompton Hutton Esq judge
Bradford Hunter v Johnson Magistrate's case
Glamorganshire, Cardiff Stevens v Ackford County Court Special case Dft's appeal W L Salge Esq judge
Middlesex, Brentford Acton Local Board v Lowsey County Court Special case Dft's appeal H Stonor Esq judge
Oxfordshire, Oxford King v Oxford Co-operative Society County Court Motion to enter jdgt for plt or new trial
Devonshire The Queen v Town Council of Borough of Plymouth Nisi for mandamus to pay balance of precept to School Board
Northumberland The Queen v Overseers of Bedlington Nisi for mandamus to pay balance of loan pursuant to 24 & 25 Vict. c. 39, s. 3 Ex parte Morpeth Local Board
Cumberland, Whitehaven The Queen v Judge of the County Court of Cumberland holden at Whitehaven and G Nelson and ors Nisi to settle and sign case Ex parte Baird and Co
Nottingham Jackson v Hill and anr Magistrate's case
Dorsetshire Coffin v Dyke and ors Magistrate's case
Kent The Queen v Recorder of Dover Nisi for mandamus to hear application of Isle of Thanet Highway Authority to declare certain roads to be main roads
Berks The Queen v Cox, Esq, and ors, Licensing Justices for the Borough of Maidenhead Nisi for mandamus to hear application of T H Wesley to declare provisional licence final
Surrey, Wandsworth Eversfield v Bowden (Charing Cross Bank claimants) County Court Motion to enter verdict for plaintiff or new trial

*Revenue Paper.*

Trial at Bar (On Friday, 13th June, by order).

Attorney-Gen v Bradlaugh Information for penalties

Causes for Hearing.

Attorney-Gen v Ellis and ors
Attorney-Gen v Welsh Granite Co ld and ors

For Argument.

Attorney-Gen of the Duchy of Lancaster v The Duke of Devonshire Exceptions to answer

Cases as to Income Tax.

The Broughton & Plas Power Coal Co ld v W J Kirkpatrick (Surveyor of Taxes)
Cottell (Inspector of Taxes) v Commrs of St Pancras Baths and Wash-houses

# COMPANIES.

## WINDING-UP NOTICES.

### Joint Stock Companies.

#### Limited in Chancery.

Banbury Colour and Paint Company, Limited.—Chitty, J., has fixed June 30, at 11, at his chambers, for the appointment of an official liquidator
Brentford and Isleworth Tramways Company, Limited.—Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts and claims, to Frederick Bertram Smart, 53, Cannon st. Tuesday, Aug 4, at 12, is appointed for hearing and adjudicating upon the debts and claims
Civil Service and General Store, Limited.—Creditors are required, on or before July 18, to send their names and addresses, and the particulars of their debts or claims, to Joseph John Saffery, 14, Old Jewry chbrs. Friday, Aug 1, at 11, is appointed for hearing and adjudicating upon the debts and claims.
Cumberland Road Metal Company, Limited.—Petition for winding up, presented June 16, directed to be heard before Pearson, J., on June 28. Flower and Nussey, Gt Winchester st, agents for Munby and Scott, York, solicitors for the petitioner
Fair Oak Colliery Company, Limited.—Petition for winding up, presented June 19, directed to be heard before Pearson, J., on July 5. Vincent, Budge row, agent for North and Sons, Leeds, solicitors for the petitioner
Floating Swimming Baths Company, Limited.—Petition for winding up, presented June 16, directed to be heard before Bacon, V.C., on July 5. Wainwright and Baillie, Staple inn, solicitors for the petitioners
J. B. Rogers Electric Light and Power Company, Limited.—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to Frederic George Painter, 2, Moorgate st bldgs. Monday, July 21, at 12, is appointed for hearing and adjudicating upon the debts and claims
Land, Loan, Mortgage, and General Trust Company of South Africa, Limited.—By an order made by Kay, J., dated June 13, it was ordered that the company be wound up. Lumley and Lumley, Old Jewry chbrs, solicitors for the petitioner
Millers' and General Fire Insurance Company, Limited.—By an order made by Bacon, V.C., dated June 14, it was ordered that the voluntary winding up of the company be continued. Burton and Co, Lincoln's inn fields, agents for Johnson and Co, Birmingham, solicitors for the petitioners
Temperance and General Advance and Investment Company, Limited.—Kay, J., has fixed Wednesday, July 2, at 12, at his chambers, for the appointment of an official liquidator.
West End Dairy Farm Company, Limited.—Kay, J., has fixed Monday, June 30, at 1, at his chambers, for the appointment of an official liquidator

[*Gazette*, June 20.]

Aberduna Lead Mines, Limited.—Bacon, V.C., has by an order, dated June 12, appointed William Theobald, 3, St Swithin's lane, to be official liquidator.

Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, July 31, at 12, is appointed for hearing and adjudicating upon the debts and claims

BRITISH ENVELOPE MANUFACTURING COMPANY, LIMITED.—Petition for winding up, presented June 21, directed to be heard before Kay, J., on Friday, July 4. Ayers, South sq, Gray's inn, solicitor for the petitioners

CYCLISTS' ACCIDENT ASSURANCE CORPORATION, LIMITED.—Petition for winding up, presented June 20, directed to be heard before Pearson, J., on Saturday, July 5. Hulbert, Coleman st, solicitor for the petitioner

CYCLISTS' ACCIDENT ASSURANCE CORPORATION, LIMITED.—Petition for winding up, presented June 24, directed to be heard before Pearson, J., on Saturday, July 5. Glover, Walbrook, solicitor for the petitioners

EXPLOSIVES COMPANY, LIMITED.—Petition for winding up, presented June 23, directed to be heard before Pearson, J., on July 5. Keene and Co, Mark lane, solicitors for the petitioners

FLAGSTAFF DISTRICT SILVER MINING COMPANY, LIMITED.—By an order made by Kay, J., dated June 18, it was ordered that the company be wound up. Greenfield and Abbott, Queen Victoria st, solicitors for the petitioner

IN THE HALL COAL AND CANNEL COMPANY, LIMITED.—By an order made by Chitty, J., dated June 14, it was ordered that the voluntary winding up of the company be continued. Chester and Co, Staple inn, agents for Mayhew and Co, Wigan, solicitors for the petitioners

SOUTH KENSINGTON MUTUAL ELECTRIC LIGHTING AND SUPPLY COMPANY, LIMITED.—Kay, J., has fixed Wednesday, July 2, at 12, at his chambers, for the appointment of an official liquidator

STANDARD STEAMSHIP COMPANY, LIMITED.—Petition for winding up, presented June 9, directed to be heard before Chitty, J., on July 5. Pinkney, Sunderland, and Stocken and Jupp, Lime st, solicitors for the petitioner

VICTOR GAS ENGINES COMPANY, LIMITED.—By an order made by Kay, J., dated June 14, it was ordered that the company be wound up. Bell and Co., Bow Churchyard, agents for Walker and Tweedale, Leeds, solicitors for the petitioner

WEST LISBURNE MINES, LIMITED.—By an order made by Bacon, V.C., dated June 14, it was ordered that the voluntary winding up of the mines be continued. Parkes and Burchell, Queen Victoria st, solicitors for the petitioner

YORK TRAMWAYS COMPANY, LIMITED.—Creditors are required, on or before July 8, to send their names and addresses, and the particulars of their debts or claims, to George White, 31, Clare st, Bristol. Friday, July 18, at 12, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, June 24.]

UNLIMITED IN CHANCERY.

BRENTFORD AND ISLEWORTH TRAMWAYS COMPANY.—Bacon, V.C., has by an order, dated May 26, appointed Frederick Bertram Smith, 53, Cannon st, to be official liquidator

NORTH AND SOUTH WOOLWICH SUBWAY COMPANY.—Petition for winding up, presented June 18, directed to be heard before Bacon V.C., at the Royal Courts of Justice, on Saturday, June 28. Anwyl, St Stephen's chbrs, Westminster, solicitor for the petitioner

[*Gazette*, June 20.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

HYNDBURN MILL MANUFACTURING COMPANY, LIMITED.—By an order made by the Vice-Chancellor, dated June 11, it was ordered that the company be wound up, and that Mr Joshua Rawlinson be continued as provisional official liquidator. Milne, Manchester, solicitor for the petitioners

[*Gazette*, June 20.]

UNLIMITED IN CHANCERY.

DUCIE BRIDGE PERMANENT BENEFIT BUILDING SOCIETY.—Creditors are required, on or before July 24, to send their names and addresses, and the particulars of their debts or claims to Richard Boardman Stockwell, 100, King st, Manchester. Monday, Aug 18, at 11.30, at the office of the District Registrar, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, June 24.]

FRIENDLY SOCIETIES DISSOLVED.

HUGGLESCOTE MUTUAL AID SOCIETY, National Schools, Hugglescote, Leicester. June 20

MAY HILL FRIENDLY SOCIETY, Dursley Cross Inn, Longhope, Gloucester. June 21

ST. PAUL'S LODGE, N.A.I.U.O.O.F., FRIENDLY SOCIETY, Sheffield Moor Hotel, South st, Moor, Sheffield. June 19

[*Gazette*, June 24.]

## SALES OF ENSUING WEEK.

June 30.—Messrs. DEBENHAM, TEWSON, FARMER & BRIDGEWATER, at Woolwich, at 7 p.m., Freehold Building Land (see advertisement, June 14, p. 4).

June 30.—Messrs. PRIOR & NEWSON, at the Mart, at 2 p.m., Freehold Property (see advertisement, May 31, p. 4, and June 14, p. 13).

June 30.—Messrs. ROBINSON & RUDKIN, at the Mart, Freehold Property (see advertisement, June 14, p. 14).

July 1.—Messrs DEBENHAM, TEWSON, FARMER & BRIDGEWATER, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 14, pages 4 and 5).

July 1.—Messrs. HUSSEY, WALCOTT, & BLACKFORD, at the Mart, at 2, Freehold and Leasehold Estates (see advertisement, June 14, p. 14).

July 2.—Messrs. BEAN, BURNETT, & ELDRIDGE, at the Mart, Leasehold Property, (see advertisement, June 14, p. 11).

# LONDON GAZETTES.

Under the Bankruptcy Act, 1869.

## BANKRUPTCIES ANNULLED.

TUESDAY, June 24, 1884.

Henderson, Ridley, Bush lane, Cannon st. June 20

## THE BANKRUPTCY ACT, 1883.

RECEIVING ORDERS.

FRIDAY, June 20, 1884.

Baston, William Henry, Welsick, Cambridgeshire, Bootmaker. King's Lynn. Pet June 17. Ord June 17. Exam July 18 at 10.30 at Court house, King's Lynn

Bernstein, Moses, Middlesborough, Yorkshire, Clothier. Stockton on Tees and Middlesborough. Pet May 28. Ord June 16. Exam June 27 at 11 at County Court, Stockton on Tees

Betts, Caroline, Bow rd, Saddler. High Court. Pet June 18. Ord June 18. Exam July 26 at 11 at 24, Lincoln's inn fields

Birks, Edward, and Edward Turner (otherwise Leadbetter), Stockport, Cheshire, Mineral Water Manufacturers. Stockport. Pet June 18. Ord June 18. Exam July 17 at 10.30

Blair, Lucianita Angelina, Hadley, near Barnet, Widow. Barnet. Pet May 30. Ord June 18. Exam July 16 at 11 at Townhall, Barnet

Blake, Edward, and Jane Blake, East Retford, Nottinghamshire, Fancy Drapers. Lincoln. Pet June 16. Ord June 16. Exam July 14 at 12

Blogg, Charles Alfred, Croydon, Metal Worker. Croydon. Pet June 17. Ord June 17. Exam July 4

Buckley, Isaac, Rochdale, Lancashire, Oat Cake Baker. Oldham. Pet June 18. Ord June 18. Exam July 17 at 12

Butt, Eli, Castle Cary, Somersetshire, Grocer. Yeovil. Pet June 17. Ord June 18. Exam July 10

Dale, Samuel, Walsden, Lancashire, Clerk in Holy Orders. Salford. Pet June 17. Ord June 17. Exam July 2 at 11.30

Dure, Samuel, Cardiff, Shipwright. Cardiff. Pet June 14. Ord June 16. Exam July 5

Fenwick, Virginia Julia, Hadley, nr Barnet, Widow. Barnet. Pet May 30. Ord June 18. Exam July 16 at 11 at Townhall, Barnet

Furness, Robert, Church, nr Accrington, Lancashire, Oil Merchant. Blackburn. Pet June 16. Ord June 18. Exam July 1

Groves, Harrison, Swansea, Steam Ship Broker. Swansea. Pet May 28. Ord June 17. Exam July 17

Harrigan, Daniel, Seymour st, Euston sq, Grocer. High Court. Pet June 16. Ord June 16. Exam Aug 1 at 11 at 24, Lincoln's inn fields

Howes, Thomas, Gt Yarmouth, Retired Fishing Boat Owner. Gt Yarmouth. Pet June 16. Ord June 16. Exam July 4 at 12 at Townhall, Gt Yarmouth

Johns, Thomas, Ebbw Vale, Monmouthshire, Grocer. Tredegar. Pet June 16. Ord June 16. Exam June 28 at 10.30

Jones, Elizabeth Anne, Bangor, Carnarvonshire, Fancy Milliner, Bangor. Pet June 18. Ord June 18. Exam July 9

Lipman, Lionel Phillips, Liverpool, Clothier. Liverpool. Pet June 17. Ord June 18. Exam June 30 at 12

Moss, Isaac Newton, Birmingham, Traveller. Birmingham. Pet June 17. Ord June 17. Exam July 10

Nathan, Henry Yates, Birmingham, Hatter. Birmingham. Pet June 17. Ord June 17. Exam July 10

Nicolls, Charles, Brighton, Grocer. Brighton. Pet June 17. Ord June 17. Exam July 10 at 12

Passingham, John, Colnbrook, Buckinghamshire, Blacksmith. Windsor. Pet June 17. Ord June 17. Exam July 12 at 11

Preston, Thomas, Birstal, Yorkshire, Innkeeper. Dewsbury. Pet June 17. Ord June 17. Exam July 8

Pryor, George William, Devizes, Wiltshire, Outfitter. Bath. Pet June 17. Ord June 17. Exam July 10 at 11

Remfry, George Henry, Brentwood, Essex, Schoolmaster. Chelmsford. Pet June 17. Ord June 17. Exam July 5 at 11 at Shirehall, Chelmsford

Stephenson, James, Gt Driffield, Yorkshire, Innkeeper. Kingston upon Hull. Pet June 9. Ord June 18. Exam June 30 at 11 at Court House, Town Hall, Hull

Sutcliffe, Benjamin, St James' rd, Old Kent rd, Tailor. High Court. Pet June 16. Ord June 16. Exam July 29 at 11 at 24, Lincoln's inn fields

Thirkettle, George, Norwich, Traveller, Norwich. Pet June 17. Ord June 18. Exam July 16

Thomas, Richard, Merthyr Tydfil, Glamorganshire. Bookbinder. Merthyr Tydfil. Pet June 4. Ord June 16. Exam June 30

Tully, Charles, Tynemouth, Shipbroker. Newcastle-on-Tyne. Pet June 17. Ord June 17. Exam July 1

Wickham, Thomas Provis, Brighton, Gent. Brighton. Pet April 26. Ord June 5. Exam June 26 at 12

ORDER FOR ADMINISTRATION IN BANKRUPTCY OF ESTATE OF DECEASED DEBTOR.

Betteridge, William Childe, Kempsey, Worcestershire, Butcher, Worcester. Pet May 27. Ord June 10. Date of Grant of Probate or Letters of Administration Mar 26. Official Receiver, Worcester

FIRST MEETINGS.

Birks, Edward, and Edward Turner, Stockport, Cheshire, Mineral Water Manufacturers. June 27 at 11. Official Receiver, County chmbrs, Market pl, Stockport

Birks, Edward (Separate Estate), Stockport, Cheshire, Mineral Water Manufacturer. June 27 at 11.30. Official Receiver, County chmbrs, Market pl, Stockport

Collier, George, Witney, Oxfordshire, Greengrocer. July 17 at 11.30. Official Receiver, 136, High st, Oxford

Dale, Samuel, Walsden, Lancashire, Clerk in Holy Orders. July 2 at 12. The Court-house, Encombe pl, Salford

Engels, Christian, Union rd, Tufnell Park, Corn Merchant. July 3 at 2. 35, Carey st, Lincoln's inn

Farrall, Joseph George, Liverpool, Horse Dealer. July 1 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool

Gibson, Charles Edward Thornton, Cheltenham, Gent. June 28 at 4.

Groves, Harrison, and Thomas Fenwick, Swansea, Steamship Brokers. June 28 at 3. The Law Society's chmbrs, 36, John st, Sunderland

Harvey, John, Poole, Dorsetshire, Boot Manufacturer. June 27 at 1. The Grand Hotel, Bristol

Hedgeland, William Martin, Wrotham rd, Camden Town. Organ Builder. July 1 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn

Johns, Thomas, Ebbw Vale, Monmouthshire, Grocer. June 28 at 3. The Official Receiver, Bridge st, Newport, Mon

Julian, Thomas Ennor, and Henry Julian, Marshall st, St George's rd, Southwark, Builders. July 1 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn

Lavender, Thomas W, Ramsgate, Plasterer. June 27 at 10.15. 32, St George's st, Canterbury

Miles, Thomas, Long Clawson, Leicestershire, Farmer. June 27 at 3. Official Receiver, Exchange walk, Nottingham

Moss, Isaac Newton, Birmingham, Traveller. July 1 at 3. Official Receiver, Whitehall chbrs, Colmore row, Birmingham

Nathan, Henry Yates, Birmingham, Hatter. July 1 at 11. Official Receiver, Whitehall chbrs, Colmore row, Birmingham

Nicolls, Charles, Brighton, Grocer. July 1 at 12. 160, North st, Brighton

Preston, Thomas, Birstall, Yorkshire, Innkeeper. June 30 at 3. Official Receiver, Bank chbrs, Batley

Rowe, Charles Courtney, Brompton rd, Jeweller. June 30 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn

Smith, Henry, Mile end rd, Cheesemonger. June 27 at 1. 33, Carey st, Lincoln's inn

Stephenson, James, Gt Driffield, Yorkshire, Innkeeper. July 1 at 3. Tiger Inn, Great Driffield

Thomas, Richard, Merthyr Tydfil, Bookbinder. June 30 at 11. Official Receiver, Merthyr Tydfil

Tully, Charles, Newcastle on Tyne, Shipbroker. July 7 at 11. County Court, Westgate rd, Newcastle on Tyne

Turnbull, Emma, High st, Camden Town, Furnishing Ironmonger. June 30 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn

Turner, Edward (separate estate), Carlile st, Edgeley, Stockport, Cheshire, Mineral Water Manufacturer. June 27 at 11.45. Official Receiver, County chbrs, Market pl, Stockport

Wickham, Thomas Provis, Brighton, Gent. July 4 at 2.30. Official Receiver, 160, North st, Brighton

The following Amended Notice is substituted for that published in the London Gazette of June 13, 1884.

Ramsden, William, Morley, Yorkshire, Cloth Manufacturer. June 26 at 11. Official Receiver, Bank chbrs, Batley

ADJUDICATIONS.

Birks, Edward, and Edward Turner, Stockport, Cheshire, Mineral Water Manufacturers. Stockport. Pet June 13. Ord June 13

Blake, Edward, and Jane Blake, East Retford, Nottinghamshire, Fancy Drapers. Lincoln. Pet June 16. Ord June 16

Blair, Lucianite Angelina, Hadley, nr Barnet, Widow. Barnet. Pet May 20. Ord June 18

Browning, Frederick Drake, Torquay, Fish Dealer. Exeter. Pet May 16. Ord June 16

Buckley, Isaac, Rochdale, Lancashire, Oat Cake Baker. Oldham. Pet June 18. Ord June 18

Casser, Charles, Newport, Monmouthshire, Ship Store Merchant. Newport (Mon.). Pet May 24. Ord June 17

Elliot, Thomas, Ormesby Saint Margaret, Norfolk, Farmer. Great Yarmouth. Pet May 15. Ord June 17

Fenwick, Virginia Julia, Hadley, nr Barnet, Widow. Barnet. Pet May 30. Ord June 18

Francis, Evan, Merthyr Tydfil, Labourer. Merthyr Tydfil. Pet June 12. Ord June 16

Francis, Thomas, Rhondda Valley, Grocer. Pontypridd. Pet June 12. Ord June 16

Hughes, Richard, Festiniog, Merionethshire, Shoemaker. Bangor. Pet May 16. Ord June 16

Husted, John Lloyd, and John Sutton, Walsall, Staffordshire, Charter Masters. Walsall. Pet May 17. Ord June 16

Johns, Thomas, Ebbw Vale, Monmouthshire, Grocer. Tredegar. Pet June 16. Ord June 16

Oakley, Charles, West Hartlepool, Outfitter. Sunderland. Pet May 26. Ord June 17

Passingham, John, Colnbrook, Buckinghamshire, Blacksmith. Windsor. Pet June 17. Ord June 17

Pearce, Harry, Lichfield rd, Child's Hill, Ironmonger. High Court. Pet May 22. Ord June 16

Riley, John Henry, Halifax, Woolstapler. Halifax. Pet June 4. Ord June 17

Rogers, Robert, Norton Bavant, Wiltshire, Farmer. Frome. Pet May 13. Ord June 16

Sea borough, Richard Benjamin, Plumstead, Kent, Builder. Greenwich. Order made under sec 103. Ord June 17

Sherman, William, Pucklechurch, Gloucestershire, Grocer. Bristol. Pet May 20. Ord June 16

Stephenson, James, Great Driffield, Yorkshire, Innkeeper. Kingston upon Hull. Pet June 9 Ord June 18

Sutcliffe, Benjamin, St James' rd, Old Kent rd, Tailor. High Court. Pet June 16. Ord June 16

Viney, Alburn, Chilmark, Wiltshire, Beerhouse Keeper. Salisbury. Pet May 20. Ord June 16

Windle, J T, Liverpool, Builders' Merchant. Liverpool, Pet April 10. Ord June 18

RECEIVING ORDERS.

TUESDAY, June 24, 1884.

Andrewes, Arthur Edward Douglas, Ipswich, Tailor. Ipswich. Pet June 21. Ord June 21. Exam June 30 at 12

Barker, Thomas, Bradford, Yorkshire, out of business. Bradford. Pet June 19. Ord June 19. Exam July 8 at 12

Brettell, John Orme, and Charles Edward Brettell, Worcester, Manufacturing Engineers. Worcester. Pet June 20. Ord June 20. July 11 at 11

Clayton, Samuel, Bradford, Yorkshire, Engineer. Bradford. Pet June 19. Ord June 19. Exam July 8 at 12

Colton, James, Kingston upon Hull, out of business. Kingston upon Hull. Pet June 19. Ord June 19. Exam July 7 at 11 at Townhall, Hull

Conde, Richard, Salop, Wheelwright. Wrexham. Pet May 13. Ord June 21. Exam July 23

Fisher, Charles, Ipswich, Furniture Dealer. Ipswich. Pet June 21. Ord June 21. Exam June 30 at 3.30

Frith, William, Wells, Somersetshire, Corn Merchant. Wells. Pet June 20. Ord June 20. Exam July 15 at 12

Gaskell, John, and George Gaskell Exton, Queen Victoria st, Engineers. High Court. Pet June 4. Ord June 20. Exam Aug 1 at 11 at 34, Lincoln's inn fields

Glover, Ellen, Darlaston, Staffordshire, Retail Brewer. Walsall. Pet June 20. Ord June 20. Exam July 7

Grist, James, Laugharne, Carmarthenshire, Draper. Carmarthen. Pet June 21. Ord June 21. Exam July 15

Hanstock, George, Renshaw, Chesterfield, Derbyshire, Licensed Victualler. Chesterfield. Pet June 18. Ord June 18. Exam Aug 6

Heymans, Ernest, Liverpool, Merchant. Liverpool. Pet May 14. Ord June 20. Exam June 30 at 12

Holmes, Edmund Jackson, Stoke Prior, Worcestershire, Baker. Worcester. Pet June 20. Ord June 20. Exam July 3 at 11

Johnson, Edward Frederick, Weston super Mare, Somersetshire, Clerk in Holy Orders. Bridgwater. Pet June 19. Ord June 19. Exam July 3 at 11

Kenyon, Matthew George, London rd, Southwark, Coffee House Keeper. High Court. Pet June 19. Ord June 19. Exam July 24 at 11 at 34, Lincoln's-inn-fields

Levitt, Charles, Leeds, Lamp Dealer. Leeds. Pet June 19. Ord June 19. Exam July 16 at 2

Malpass, Charles Richard, Gloucester, Carpenter, Gloucester. Pet June 19. Ord June 19. Exam July 29

Newell, Frederick, St John st rd, Boot Dealer. High Court. Pet June 13. Ord June 20. Exam July 24 at 11 at 34 Lincoln's inn fields

Pammenton, Isaac, Bradford, Clerk. Bradford. Pet June 18. Ord June 19. Exam July 8 at 12

Pickard, John, Leicester, Hosier. Leicester. Pet June 20. Ord June 21. Exam July 9 at 10

Pritchard, John, Chester, Canal Boatman. Chester. Pet June 18. Ord June 19. Exam July 24 at 12

Rogers, Charles, Ashton under Lyne, Grocer. Preston. Pet June 18. Ord June 18. Exam July 4

Sayers, William Henry, Sunderland, Master Mariner. Sunderland. Pet June 19. Ord June 19. Exam July 3 at 2.30

Scott, George, West Hartlepool, Surveyor. Sunderland. Pet May 1. Ord June 19. Exam July 10 at 2.30

Sheild, Robert, and William Thomas Sheild, Uppingham, Rutlandshire, Solicitors. Leicester. Pet June 18. Ord June 19. Exam July 9 at 10

Shirley, Arthur George Sewallis, Hyde Park gate South, Clerk in Holy Orders. High Court. Pet June 5. Ord June 19. Exam July 29 at 11 at 34, Lincoln's inn fields

Stevens, Charles Seymour, Sherborne lane, Provision Merchant. High Court. Pet May 20. Ord June 19. Exam July 29 at 11 at 34, Lincoln's inn fields

Summers, William, Kirton in Lindsey, Lincolnshire, Cattle Dealer. Gt Grimsby. Pet June 21. Ord June 21. Exam July 9 at 12 at Townhall, Gt Grimsby

Tanner, Charles, and William Hodges, Cardigan rd, North Kilburn, Builders. High Court. Pet June 18. Ord June 19. Exam Aug 5 at 11 at 34, Lincoln's inn fields

Turner, Samuel William, Lower Mitcham, Surrey, Boot Maker. Croydon. Pet June 20. Ord June 20. Exam July 4

Walsh, James Pottomley, Halifax, Contractor. Halifax. Pet June 20. Ord June 20. Exam July 17

Wells, Isaac A., Syston, Leicestershire, Boot Manufacturer. Leicester. Pet June 7. Ord June 19. Exam July 9 at 10

Wharton, Matthew, jun, Dewsbury, Yorkshire. Dewsbury. Pet June 12. Ord June 21. Exam July 8

Wilks, Abraham, jun, Upper Thames st, Iron Merchant. High Court. Pet June 12. Ord June 12. Exam July 22 at 11 at 34, Lincoln's inn fields

Woodhouse, Thomas, Tong, nr Bolton, Lancashire, Solicitor. Bolton. Pet June 18. Ord June 18. Exam July 16 at 11

Wright, George James, Manchester, Retail Stationer. Salford. Pet June 19. Ord June 19. Exam July 2 at 12

FIRST MEETINGS.

Barker, Thomas, Bradford, out of business. July 2 at 3.30. Official Receiver, Ivegate chbrs, Bradford

Benton, William Henry, Wisbech, Cambridgeshire, Bootmaker. July 1 at 10.30. Mr. W. B. Whall, Market sq, King's Lynn

Bernstein, Moses, Middlesborough, Clothier. July 2 at 11. Official Receiver, 8, Albert rd, Middlesborough

Blogg, Charles Alfred, Croydon, Metal Worker. July 3 at 12. Official Receiver, 109, Victoria st, Westminster

Bloom, Louis, West Hartlepool, Draper. July 1 at 1.30. Official Receiver, St Andrew's chbrs, 22 Park row, Leeds

Brettell, John Orme, and Charles Edward Brettell, Worcester, Manufacturing Engineers. July 8 at 11.30. Official Receiver, 45, Copenhagen st, Worcester

Buckley, Isaac, Rochdale, Lancashire, Oat Cake Baker. July 2 at 3.30. Townhall, Rochdale

Butt, Eli, Castle Cary, Somersetshire, Grocer. July 2 at 1. The Grand Hotel, Bristol

Clayton, Samuel, Bradford, Yorkshire, Engineer. July 3 at 11. Messrs Killick and Co, solicitors, Commercial Bank bldgs, Bradford

Colton, James, Kingston on Hull, out of business. July 2 at 11. The Hall of the Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull

Furness, Robert, Church, nr Accrington, Lancaster, Oil Merchant. July 2 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester

Gibson, George, Denmark hill, Surrey, Fishmonger. July 4 at 11. 33, Carey st, Lincoln's inn

Glover, Ellen, Darlaston, Staffordshire, Beerhouse Keeper. July 4 at 3.15. Official Receiver, Bridge st, Walsall

Grist, James, Laugharne, Carmarthenshire, Draper. July 2 at 2. 6, Quay st, Carmarthen

Hanstock, George Renshaw, Chesterfield, Derbyshire, Licensed Victualler. July 2 at 10.45. Angel Hotel, Chesterfield

Holmes, Edmund Jackson, Bromagrove, Worcestershire, Baker. July 4 at 10.30. Official Receiver, 45, Copenhagen st, Worcester

Howes, Thomas, Gt Yarmouth, Retired Fishing Boat Owner. July 4 at 11. Mr Lovewell Blake, South Quay, Gt Yarmouth

Jones, Elizabeth Anne, Bangor, Carnarvonshire, Fancy Milliner. July 1 at 12. Official Receiver, Crypt chbrs, Chester

Layzell, Frederick, Tooting, Surrey, Builder. July 1 at 2. Official Receiver, 109, Victoria st, Westminster

Levitt, Charles, Leeds, Lamp Dealer. July 3 at 11. Official Receiver, St Andrew's chbrs, 22 Park row, Leeds

Lipman, Lionel Phillips, Liverpool, Clothier. July 2 at 3. Official Receiver, Lisbon bldgs, Victoria st, Liverpool

Malpass, Charles Richard, Gloucester, Carpenter. July 1 at 3. Official Receiver, 34, Barton st, Gloucester

Miller, Julius Samuel, Gray's inn chbrs, Holborn, Solicitor. July 4 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn

Pammenton, Isaac, Bradford, Clerk. July 2 at 11. Official Receiver, Ivegate chbrs, Bradford

Pickard, John, Leicester, Hosiery Manufacturer. July 4 at 3. Official Receiver, 28, Friar lane, Leicester

Priest, Douglas Stewart, Devonport rd, Shepherd's Bush, Auctioneer. July 1 at 11. 33, Carey st, Lincoln's inn

Pritchard, John, Chester, Canal Boatman. July 1 at 11. Official Receiver, Crypt chbrs, Chester

Pryor, George William, Devizes, Wiltshire, Outfitter. July 1 at 3. Imperial Hotel, Stroud, Gloucestershire

Rogers, Charles, Ashton under Lyne, Grocer. July 2 at 1. Official Receiver, Ogden's chbrs, Bridge st, Manchester

Sayers, William Henry, Sunderland, Master Mariner. July 2 at 12. Official Receiver, 21, Fawcett st, Sunderland

Sheild, Robert, and William Thomas Sheild, Uppingham, Rutlandshire, Solicitors. July 10 at 12. Official Receiver, 28, Friar lane, Leicester

Sutcliffe, Benjamin, St James' rd, Old Kent rd, Tailor. July 4 at 3. Bankruptcy bldgs, Portugal st, Lincoln's inn

Thirkettle, George, Norwich, Traveller. July 2 at 1. Official Receiver, Queen st, Norwich

Walker, Thomas Henry, Crawford st, Hat Manufacturer. July 1 at 11. 33, Carey st, Lincoln's inn

Wells, Isaac A., Syston, Leicestershire, Boot Manufacturer. July 2 at 3. Official Receiver, 28, Friar lane, Leicester

Wilks, Abraham, jun, Upper Thames st, Ironfounder. July 7 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn

Woodhouse, Thomas, Tong, nr Bolton, Lancashire, Solicitor. July 2 at 11. 16, Wood st, Bolton

Wright, George James, Manchester, Retail Stationer. July 2 at 12.30. The Court-house, Encombe pl, Salford

The following Amended Notice is substituted for that published in the London Gazette of the 13th May, 1884.

Fortune, Samuel, Carrington, Nottingham, Yarn Agent's Salesman. June 20 at 11. Official Receiver, 16, Wood st, Bolton, Lancashire

ADJUDICATIONS.

Andrewes, Arthur Edward Douglas, Ipswich, Tailor. Ipswich. Pet June 21. Ord June 21

Bernstein, Moses, Middlesborough, Clothier. Stockton on Tees and Middlesborough. Pet May 26. Ord June 20

Blaker, Benjamin, Portslade, Sussex, Coal Merchant. Brighton. Pet May 7. Ord June 19

Coleman, Henry, no fixed abode, no occupation. Northampton. Pet May 28. Ord June 20

Davies, James Gittins, Rhyl, Flintshire, Painter. Bangor. Pet May 28. Ord June 3

Davis, James, Bridge rd, Battersea, Secretary to the London and San Francisco Bank. High Court. Pet May 1. Ord June 21

Eskrett, Cyrus, and William Henry Searle, Kingston upon Hull. Oil Press Wrapper Makers. Kingston upon Hull. Pet April 28. Ord June 20

Evans, Morgan, Lismore circus, Haverstock Hill, Magazine Proprietor. High Court. Pet April 2. Ord June 21

Fisher, Charles, Ipswich, Furniture Dealer. Ipswich. Pet June 21. Ord June 21

Gibson, Charles Edward Thornton, Cheltenham, Gent. Cheltenham. Pet June 14. Ord June 20

Grills, George Henry, Churstow, Devonshire, Farmer. East Stonehouse. Pet May 16. Ord June 21

Higham, Thomas Russell, St Neot, Cornwall, Grocer. East Stonehouse. Pet May 20. Ord June 21

Hixon, Charles J., Hunter st, Brunswick sq, Coppersmith. High Court. Pet May 8. Ord June 16

Hudson, John, Nottingham, Machinist. Nottingham. Pet May 22. Ord June 20

Keown-Boyd, Richard, residence cannot be ascertained, Member of the Junior Carlton Club. High Court. Pet Apr 17. Ord June 20
Levitt, Charles, Leeds, Lamp Dealer. Leeds. Pet June 19. Ord June 19
Ling, William, Woolwich, Grocer. Greenwich. Pet May 27. Ord June 19
McDonald, George, Liverpool, Pawnbroker. Liverpool. Pet May 26. Ord June 20
Morris, John, Blaenau Festiniog, Grocer. Bangor. Pet June 6. Ord June 18
Moser, Walter Edward, Red Lion sq, Basket Manufacturer. High Court. Pet May 28. Ord June 20
Neil, Robert, Bradford, Yorkshire, Stuff Merchant. Bradford. Pet June 5. Ord June 19
Preston, Thomas, Birstal, Yorkshire, Innkeeper. Dewsbury. Pet June 17. Ord June 18
Pritchard, John, Chester, Canal Boatman. Chester. Pet June 19. Ord June 19
Pugh, William Henry, Bristol, Grocer. Bristol. Pet May 30. Ord June 19
Rogers, John Frederick, Liverpool, Fruit Broker. Liverpool. Pet March 1. Ord June 20
Smith, Charles, Regent st, Tailor. High Court. Pet May 5. Ord June 18
Smith, Sarah Elizabeth, Nottingham, Dressmaker. Nottingham. Pet Feb 27. Ord June 20
Summers, William, Kirton in Lindsey, Lincolnshire, Cattle Dealer. Gt Grimsby. Pet June 21. Ord June 21
Symington, Sarah Jane, Consett, Durham, Fruiterer. Newcastle on Tyne. Pet June 9. Ord June 21
Thomas, Richard, Merthyr Tydfil, Bookbinder. Merthyr Tydfil. Pet June 4. Ord June 18
Warrington, James, Fenton, Staffordshire, Beerseller. Stoke upon Trent and Longton. Pet May 30. Ord June 20
Wright, George James, Manchester, Retail Stationer. Salford. Pet June 19. Ord June 21

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